

PROFESSIONAL SERVICES AGREEMENT

Summary of Terms

A. CLIENT NAME:	Kootenai County
Address:	Solid Waste Dept., 3650 N. Ramsey Road, Coeur d'Alene, ID 83815
B. PROJECT NAME:	Interim Closure Turf Design and Construction Management Services
C. PARAMETRIX:	
Office Address:	60 Washington Ave, Ste. 390, Bremerton, WA 98337
Project Number:	233-1660-050
D. EXECUTION DATE:	See date of latest signature by Parties on page 6.
(date of latest signature by parties)	
E. TERM:	December 31, 2026
(time for completion; see Exhibit B for work schedule)	

F. COMPENSATION (check one):	[See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]
<input type="checkbox"/> Lump Sum	Lump Sum Amount: \$ _____
<input type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount: \$ _____
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount: \$ _____
<input checked="" type="checkbox"/> Other: <u>time and materials</u>	Total Compensation Amount: \$ <u>411,702.23</u>

G. NOTICES:	
If to Client:	If to Parametrix:
Address: Solid Waste Dept. 3650 N Ramsey Rd.	Address: 60 Washington Ave, Ste. 390
_____	_____
Coeur d'Alene, ID 83815	Bremerton, WA 98337
_____	_____
Attention: John Phillips, Director	Attention: Jenifer Young
_____	_____
(name of designated client representative)	(name of Parametrix signator)
Phone: 208.446.1430	Phone: 360.377.0014
_____	_____
Fax: 208.446.1432	Fax: 1.855.542.6353
_____	_____
E-mail: jphillips@kcgov.us	E-mail: jyoung@parametrix.com
_____	_____

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "**Agreement**") is entered into by and between Parametrix, Inc. ("**Parametrix**") and Kootenai County ("**Client**") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "**Party**" and collectively as the "**Parties.**") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed

Unless otherwise provided in this Agreement, execution of this Agreement by Client will be authorization for Parametrix to proceed with the services outlined in the Scope of Work attached as Exhibit A (the "**Services**"). Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 1.2) specifically for and solely with respect to the Project and that attempts to reuse the Work Deliverables outside the context of the Project may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix, which shall not be unreasonably withheld.

2. Compensation

2.1 Parametrix's compensation under this Agreement shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- (c) Salary Multiplier. Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier as shown in Section F of the Summary of Terms to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited

to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.

3. Payment to Parametrix

Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. Term and Termination

5.1 Term. The term of the Agreement shall be as set forth in the Summary of Terms. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.

5.2 Termination For Cause. This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 For Convenience. Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party.

5.4 Payment Upon Termination. On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus termination expenses, including, but not limited to, costs related to the reassignment of personnel, subcontract termination costs, and related closeout costs.

6. Cost Opinions

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. Limitation of Remedies

Except as otherwise provided in Section 9 of this Agreement and except with respect to breaches by Client of its covenants in Section 1 of this Agreement, but notwithstanding any other provisions of this Agreement, each Party's cumulative liability to the other Party, whether in tort or in contract, for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement will not exceed the compensation received by Parametrix under this Agreement or \$50,000, whichever is greater. As used in this paragraph, when referring to Parametrix as a liable Party, Parametrix includes Parametrix and its Directors, Officers, Employees or Agents.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Parametrix, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

8. Indemnification

8.1 By Parametrix. Subject to Section 7, To the extent legally allowed, Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 By Client. Subject to Section 7, To the extent legally allowed, Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other

professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances and Pathogens

9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances, viruses, diseases, or any other pathogens do not exist at or near the Project site.

9.2 ~~Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances, viruses, diseases, or pathogens on or from the Project site.~~

10. Insurance

Parametrix shall obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00), which shall name and protect Parametrix, all Parametrix' agents and employees, County and its officers, agents, and employees from and against any and all claims, losses, actions, and judgements for damages or injury to persons or property arising out of or in connection with Parametrix' acts. Parametrix shall obtain and keep in force motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Agreement with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for automobile liability and property damage. Parametrix shall provide proof of coverage as set forth above to County prior to commencing its performance as herein provided, and require insurer to notify County ten (10) days prior to cancellation of any policy.

Parametrix shall maintain in full force and effect worker's compensation insurance for PARAMETRIX and any agents, employees, and staff that Parametrix may employ, and provide proof to County of such coverage. Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement. The limits of liability for such insurance shall be at least \$1,000,000 combined single limit.

11. Confidentiality

11.1 Definition of Confidential Information. "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or

circumstances surrounding its disclosure by or on behalf of Disclosing Party. Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; or (c) was independently developed by Receiving Party without reference to or use of Confidential Information.

11.3 Receiving Party Obligations. Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither

accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.

14.2 Project Documents. ~~All Project Documents may be retained or destroyed by Parametrix in its sole discretion.~~

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. Notice of Lien

16.1 If Client is the Owner. If Client is the owner of the property on which the Services are to be performed, by signing this Agreement, Client is on notice and acknowledges Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services if Client fails to pay all sums owed to Parametrix under this Agreement.

16.2 If Client is not the Owner. If Client is not the owner of the property on which the Services are to be performed, Client shall put the owner on notice of Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services.

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (A) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (B) In the event that the negotiations provided by Section 18(A) fail to resolve the dispute, the Parties shall endeavor to resolve the dispute by non-binding mediation under the Commercial Mediation rules of the American Arbitration Association (“AAA”) using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18(B) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (C) In the event that the mediation provided by Section 18(B) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (D) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

19.1 Governing Law; Venue; Attorneys’ Fees. This Agreement will be governed by the laws of the state of Idaho ~~Washington~~, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Pierce ~~Idaho~~ Kootenai County, Washington ~~Idaho~~, and each of the parties hereby irrevocably consents to such jurisdiction. In any action or suit to enforce any right or remedy under this

Agreement or to interpret any provision of this Agreement, the primarily prevailing Party will be entitled to recover its costs, including reasonable attorneys’ fees.

- 19.2 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party’s prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. “**Affiliate**” means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.
- 19.4 Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 Survival. All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a “**Waiver,**” and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Nonenforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 Force Majeure. Neither Party shall be responsible for delays caused by factors beyond the Party’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental

or other regulatory authority to act in a timely manner, failure of the other Party to furnish timely information or approve or disapprove of the Party's services or work product, or delays caused by faulty performance by the other Party or by contractors of any level. When such delays beyond the Party's reasonable control occur, the other Party agrees that the Party shall not be responsible for damages, nor shall the Party be deemed in default of this Agreement.

19.9 Headings. The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.

19.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

19.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

19.12 Pursuant to Idaho Code §67-2359, CONTRACTOR hereby certifies that it is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.

19.13 If applicable, pursuant to Idaho Code §67-2346, CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

20. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for Work Completion

Exhibit C – Schedule of Compensation

Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT

PARAMETRIX, INC.

By: _____

By: Jenifer Young

Name: _____
(Please Print)

Name: Jenifer Young
(Please Print)

Title: _____

Title: EP&C Division Manager

Date: _____

Date: July 24, 2025

Exhibit A – Scope of Work

Parametrix will provide design and construction services for the placement of interim closure turf on portions of the East Expansion Area of the Fighting Creek Landfill as described in the attached Scope of Work dated June 2025.

Exhibit B – Schedule for Work Completion

All work shall be complete by December 31, 2026.

Exhibit C – Schedule of Compensation

Compensation is time and materials, not to exceed \$411,702.23 unless approved in writing. See Exhibit C, Budget.

Kootenai County Solid Waste Department Interim Closure Turf Design and Construction Management Services

Introduction

Kootenai County has requested design and construction services for the placement of interim closure turf on portions of the East Expansion Area of the Fighting Creek Landfill, in particular the side slopes of E1 and E2. Similar work was performed by Parametrix in 2019 on the Original Landfill. The following tasks will be conducted under this scope of work:

Task 01 – Project Management

Task 02 – Design Documents

Subtask 01 Design Drawings

Subtask 02 Specifications

Subtask 03 Engineer's Opinion of Probable Construction Cost

Subtask 04 Survey

Task 03 – Bid Support and Construction Services

Subtask 01 Bid Support

Subtask 02 Construction Management and CQA

Task 04 CQA Report

This scope assumes that design work and bidding will occur in calendar year 2025 and construction will occur in Q2 and Q3 2026. Labor and direct costs are based upon our estimate of staffing requirements and materials needs. Parametrix undergoes once annual rate increases that go into effect in October 2025. Due to the time period of this contract a 5% escalation has been included in the budget to account for potential rate increases during the contract. See the attached budget for a complete worksheet for each of the tasks.

Task 01 – Project Management

Objectives

Throughout the course of the contract, Parametrix will provide project management and coordination, ensuring the scope of work is executed effectively within budget and schedule.

Parametrix will:

- Develop an internal Project Management Plan.
- Manage project activities.

- Prepare monthly invoices accompanied by a project status report.
- Coordinate, schedule, and participate in project meetings, including preparation of meeting notes.

Invoices and project status reports will include:

- Itemization of costs by task.
- Budget status by task.
- Estimate of percent complete by task.
- Backup information for invoiced costs.

Project management for this project is assumed to occur between August 1, 2025, and September 1, 2026.

Deliverables

Deliverables for this task include:

- Monthly invoice and status reports.
- Project meeting notes, in pdf format.
- Miscellaneous correspondence to document project management issues (as needed).

Assumptions

The above scope of services and associated budget is based upon the following assumptions:

- Project duration is 13 months.
- Monthly project meetings (total of 13) are included to be used at the Client's discretion.

Task 02 – Design Documents

Objectives

The project team will prepare design and bid documents for the installation of the closure turf and temporary capping. Meetings with the County will be conducted at design milestones (pre-design and 90%) to receive comments on the design.

Based on the previous interim closure project performed by Parametrix on the Original Landfill it is estimated that the procurement documents will include the following specification sections and drawings:

Specifications:

- 00 11 13 Notice Inviting Bids
- 00 21 13 Instructions To Bidders
- 00 41 13 Bid Form (Stipulated Price Basis)
- 00 43 13 Idaho Bid Bond
- 00 43 16 Contractor's Qualification Form

- 00 43 16 Contractor's Affidavit/Affidavit For Individual
- 00 43 16 Affidavit For Co-Partnership
- 00 43 16 Affidavit For Corporation
- 00 45 54 Non-Collusion Affidavit (To Be Executed Prior To Award To Apparent Low Bidder)
- 00 45 55 Affidavit Of Payment Or Securement Of All Taxes
- 00 46 01 Public Works Contractor's Affidavit As To Operations In The State Of Idaho During Past 5 Years
- 00 52 13 Agreement
- 00 61 13 Idaho Performance Bond (Surety Bond)
- 00 61 14 Idaho Performance Bond And Power Of Attorney (For Government Obligations)
- 00 61 15 Idaho Payment Bond (Surety Bond)
- 00 61 16 Idaho Payment Bond And Power Of Attorney (For Government Obligations)
- 00 61 17 General Release To Kootenai County Board Of Commissioners
- C-700 General Conditions
- 01 11 00 Summary Of Work
- 01 26 00 Contract Modification Procedures
- 01 29 00 Payment Procedures
- 01 31 13 Project Coordination
- 01 31 19 Project Meetings
- 01 32 00 Construction Progress Documentation
- 01 33 00 Submittal Procedures
- 01 42 13 Abbreviations And Acronyms
- 01 45 13.13 Contractor Quality Control
- 01 50 00 Mobilization
- 01 77 00 Closeout Procedures
- 02 41 00 Demolition
- 31 10 00 Site Preparation
- 31 23 13 Subgrade Preparation
- 31 23 16 Excavation
- 31 23 23 Fill And Backfill
- 31 23 19.16 Geotextile
- 31 37 00 Riprap
- 32 11 23 Aggregate Base Courses
- 33 47 13.01 Closure Geosynthetics

Drawings:

- C1 Cover Sheet
- C2 Overall Site Layout and Legend
- C3 Existing Conditions
- C4 Area E1 and Corridor Closure Plan
- C5 Area E2 Closure Plan
- C6 Control Point Tables
- C7 Sections and Details
- C8 Sections and Details
- C9 Sections and Details

Deliverables

Deliverables for this task include:

- Digital design documents at 90% and Issued for Bid.
- Written response to comments received at 90%.
- Engineer's Opinion of Probable Construction Cost at 90% and Issued for Bid.

Assumptions

The above scope of services and associated budget is based upon the following assumptions:

- Design constraints will be established via a meeting between the County and Parametrix. This meeting will review the Expansion Area Interim Closure Documents (Parametrix 2019) and existing conditions.
- The County will provide comments within two weeks of the 90% submission for inclusion in Bid the Issue for set.
- Signed/stamped drawings and specifications will be provided only for the Issue for Bid submittal.
- Division 00 specifications will be provided by the County for the Issued for Bid submittal.
- Hard copies of documents will not be required. All submittals will be digital.
- Existing background drawing information will be based on previously gathered site information (landfill gas system site plan, construction record drawings, and previous topographic survey performed in 2024) on file with Parametrix for the initial review meeting. Parametrix will provide topographic survey of the areas indicated for the interim closure prior to 90% design and a follow up survey prior to the Issued for Bid submittal to confirm elevation of refuse in the proposed interim closure areas. If additional information is determined to be necessary, Parametrix will request this from the County.
- Budget assumes periodic project team meetings to coordinate the design four (4) and one (1) virtual meeting with the County to review comments from 90% submission.
- The design and procurement package will be based on a single competitively bid contract.

- The County desires to advertise by the end of Q4 2025.

Schedule

The estimated timeline for task milestones is as follows.

- The work of Task 02 will occur over a 12-week period.

Task 03 – Bid Support and Construction Services

Objective

Provide continuing bidding support and construction management services to the County for execution of the design performed in Task 2. The County desires to advertise the project in Q4 2025 and construction will occur in Q3 and Q4 2026.

Approach

Parametrix will prepare the Expansion Area Interim Closure Documents under Task 2. Parametrix will provide construction management and engineering oversight of the Expansion Area Interim Closure construction.

This scope of services assumes that Parametrix will be assigning a full-time construction manager to oversee the construction and provide third-party review of material installation. Parametrix may provide additional staff on-site during periods of critical work, namely final bedding layer approval and closure turf placement. Parametrix will perform the following work:

- Construction Management and Engineering. Parametrix will provide full-time construction management to the County during the construction of Expansion Area Interim Closure. This task consists of the management and engineering during construction and includes providing the following services to the County:
 - Assist the County in conducting a preconstruction meeting and preparing meeting agenda, submittal requirements list, and meeting summary.
 - Review and approve submittals to ensure conformance to project requirements and the intent of the plans and specifications.
 - Interpret and clarify design information as presented in the plans and specifications.
 - Conduct weekly project progress meetings (virtual with an at-site, in-person option).
 - Coordinate communications between the contractor, Owner, and Engineer.
 - Evaluate proposed changes to the design. Prepare field-engineered design modifications.
 - Prepare, review, and document field orders and change orders (as required), including preparation of supplemental drawings as necessary for clarification and documentation.
 - Track work products, construction, milestones, and progress of contractor activities.
 - Maintain project files, documenting construction activities.
 - Review and approve the monthly pay request submitted by the contractor for payment. Verify all items that have unit quantities and verify the percentage complete for lump sum portions of the pay request. The monthly pay request will follow the procedures developed by the County.

- Review contractor-prepared as-built drawings based on plans, modifications to the design, and construction records.
- Construction Observation: Parametrix will provide day-to-day construction observation and field engineering during the construction to ensure contractor compliance with plans and specifications during the construction of Expansion Area Interim Closure. This task consists of day-to-day on-site construction observation, field engineering, and documentation, and includes the following:
 - Perform field observations to monitor Contractor's work activities and progress to verify conformance to contract plans, specifications, and submitted work schedule.
 - Review and approve tracked quantities for payments.
 - For all work done under force account, direct contractor's activities and provide documentation.
 - Prepare daily field reports that identify site conditions, work performed, problems encountered, and issues of concern.
 - Ensure that the contractor is maintaining an updated set of construction drawings to depict work as it is observed.
 - Provide final walk through and punch list for the landfill construction.
 - Keep a photographic log of work accomplished.
 - Provide final observation and project acceptance, review and approve the final pay estimate, and provide other final contract documentation.
 - Material Testing Services: Material testing services will be performed by others during construction. Parametrix will review field nuclear density testing, field sampling, liner installation testing, and laboratory testing for construction quality assurance (CQA) requirements for the soils and geosynthetics.

Deliverables

Deliverables for this task include:

- Preconstruction meeting summaries.
- Review and approve submittals.
- Weekly construction meeting notes.
- Daily construction notes. These will be stored on the Parametrix server during the construction phase and can be provided as requested by the County.
- Review of monthly payment requests.
- Supplemental drawings.
- Review and document change orders.
- Review as-built drawings.
- Draft and final punch list.
- Complete set of construction project files.
- Photographic records.

Assumptions

The above scope of services and associated budget is based upon the following assumptions:

- The Expansion Area Interim Closure will occur over a 26-week period, with full-time construction management on-site for the stated construction period. Delays in the construction contract, outside the control of Parametrix that require additional services, shall be provided for under a negotiated amendment to the contract.
- Parametrix CQA observers will be provided to oversee, confirming that those items listed above are constructed to meet the specifications and regulations. The CQA engineer or their representative will attend weekly progress meetings during the above construction activities, as needed.
- There are six (6) hours budgeted for project orientation.
- Verification testing will consist of review of contractor field-testing and limited (three to five samples) third-party verification testing (paid directly by County).
- The County will provide an office representative to represent Kootenai County Solid Waste. The office representative will be the primary contact for the Parametrix construction manager. The office representative will be responsible for the internal administration of the construction contract. The County responsibilities include, but are not limited to:
 - Coordinate all communications with the Parametrix construction manager.
 - Handle all Parametrix-approved pay requests by the Contractor.
 - Attend weekly progress meetings, if required.
 - Pay monthly progress payments to the Contractor.
 - Pay directly for third-party verification testing.
 - Assist and help with resolution of construction problems.
 - Review Contractor-prepared as-built drawings at the end of the project.
 - Assist with the final inspection and project acceptance, final pay estimate, and other final contract documentation.
 - Provide on-site nuclear density testing, field sampling, and laboratory testing, if required to verify Contractor test results.

Task 04 – CQA Report

Objective

Parametrix will provide CQA review and documentation to ensure conformance to project requirements of the contract plans and specifications and the general intent of the design for Expansion Area Interim closure Development. This work will consist of the following:

- Conduct initial and scheduled CQA meetings.
- Review pre-construction submittals for conformance to CQA requirements prior to commencement of work.
- Perform CQA inspections of materials and methods for verification of quality and consistency.

- Coordinate and collect on-site sampling and testing and perform timely review of CQA test results and procedures as work progresses to ensure work meets CQA requirements prior to acceptance and covering.
- Document and report to contractor CQA deficiencies.
- Correspond with Idaho Department of Environmental Quality Coeur d'Alene Regional Office and Panhandle Health on appropriate CQA elements if there are modifications in the design or departures from the approved CQA plan.
- Maintain, track, and review CQA documentation during the project and prepare final CQA report.

Approach

A CQA report will be prepared which generally describes the progress of the work, any major design modifications and supporting regulatory approvals, and includes all inspection reports, tests, and completed CQA forms. The intent of the CQA report is to provide documentation to regulatory agencies that the project was completed in reasonable conformance with the approved contract documents.

The CQA report will contain the following:

- Construction summary report
- Material placement
- Daily field reports
- CQA inspection and installation forms
- Contractor's CQC documentation
- Engineer's CQA declaration
- Manufacturer and installation warranties
- Photographic record
- Record drawings (based on Contractor submitted markups)

Deliverables

Deliverables for this task include:

- Parametrix will prepare the CQA Report for the Expansion Area Interim Closure. Parametrix will provide electronic copies of the CQA report for submittal to County for their records.

Assumptions

The above scope of services and associated budget is based upon the following assumptions:

- All necessary information will be recorded during daily observations, CQC/CQA testing during installation, and through Contractor as-built submittals.

END OF SCOPE OF WORK

Client: Kootenai County Solid Waste Department
 Project: Expansion Area Interim Closure Turf and Construction Management Services
 Project No: 233-1660-817

				Billing Rates:											
				\$192.62	\$256.41	\$369.84	\$158.92	\$131.04	\$201.88	\$121.31	\$196.53	\$171.45	\$147.14	\$98.75	
Task	Subtask	Description	Labor Dollars	Labor Hours	Project Manager/Engineer IV	Senior Engineer	Principal Consultant	Engineer III	Engineer II	Senior Surveyor	Surveyor II	Sr. Contracts Administrator	Sr. Project Controls Specialist	Publications Supervisor	Project Accountant
		Expansion Area Closure													
1		Project Management	\$8,028.42	50	20							2	14	0	14
2		Design Documents	\$109,628.86	573	44	136	27	246	20	24	56	0	0	20	0
	1	Drawings (90%, Issued for Bid)	\$67,023.64	345	30	88	15	192	20			0	0	0	0
	2	Specifications (90%, IFB)	\$25,565.78	122	12	40	10	40						20	
	3	EOPCC (90%, IFB)	\$5,401.08	26	2	8	2	14							
	4	Survey	\$11,638.37	80						24	56				
3		Bid Support and Construction Services	\$217,018.48	1,448	124	114	0	114	1,040	0	0	0	52	4	0
	1	Bid Support	\$8,594.29	44	20	10		10						4	
	2	Construction Management and CQA	\$208,424.20	1,404	104	104		104	1,040				52		
4		CQA Report	\$10,202.13	62	10	2	2	24	20					4	
Labor Totals:			\$344,877.89	2,133	198	252	29	384	1,080	24	56	2	66	28	14
Totals:			\$344,877.89		\$38,139.26	\$64,615.32	\$10,725.40	\$61,024.92	\$141,523.20	\$4,845.20	\$6,793.16	\$393.07	\$11,316.00	\$4,119.82	\$1,382.54
Escalation			\$10,346.34												
Subtotal			\$355,224.23												
Subconsultants															
NA			\$0.00												
Subconsultants Total:			\$0.00												
Other Direct Expenses															
Mileage			\$12,390.00												
Per Diem			\$43,688.00												
Survey Equipment			\$400.00												
Other Direct Expenses Total:			\$56,478.00												
Project Total			\$411,702.23												