



REQUEST FOR PROPOSALS

Professional Engineering Services Mullan Wastewater Treatment Plant Facility Planning Study

Idaho DEQ Fiscal Year 2027 Wastewater Planning Grant

SOUTH FORK COEUR D'ALENE RIVER SEWER DISTRICT

1020 Polaris Avenue • Osburn, Idaho 83849
www.southforksd.com

Issued: September 11, 2026

Proposals Due: October 7, 2026, at 2:00 p.m. local time

Documents and addenda: www.southforksd.com/solicitations

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1. GENERAL INFORMATION

1.1 Notice of Request

South Fork Coeur d'Alene River Sewer District (the "District") requests proposals from qualified professional engineering firms to prepare a Facility Planning Study for the Mullan Wastewater Treatment Plant. Selection will be based on qualifications in accordance with Idaho Code §67-2320. Cost information shall not be included in the proposal.

The District has been invited by the Idaho Department of Environmental Quality (DEQ) to apply for a Fiscal Year 2027 Wastewater Planning Grant. The District's Letter of Interest identified a total estimated project cost of \$229,500. The published priority list identifies a planning grant funding amount of \$65,000. The grant will provide up to 50 percent of eligible project cost as determined by DEQ. The District intends to submit the grant application by the DEQ deadline of November 30, 2026.

Costs incurred before a funding agreement is executed between DEQ and the District are ineligible for grant reimbursement unless preauthorized in writing by DEQ. The selected firm shall not begin billable work until the District issues a written notice to proceed. The District will coordinate notice to proceed with execution of the DEQ funding agreement, or with written DEQ preauthorization if the District elects to request it.

1.2 District Background

The District is a political subdivision of the State of Idaho organized under Idaho Code Title 42, Chapter 32. It provides wastewater collection, conveyance, and treatment services to more than 4,500 customers in the Silver Valley area of Shoshone County. The District is governed by a Board of Trustees and employs approximately nine personnel. It does not receive tax revenue and operates primarily on user rates and fees. The District's fiscal year ends November 30.

The District owns and operates two wastewater treatment plants: the Page WWTP and the Mullan WWTP. The City of Mullan owns the collection system that discharges to the Mullan WWTP. This Facility Planning Study is limited to the Mullan WWTP and to conveyance alternatives that would change where Mullan wastewater is treated. It does not include a condition assessment of the City of Mullan collection system.

1.3 Project Background

The Mullan WWTP is a mechanical treatment plant originally constructed in the early 1970s. The plant was upgraded in 2008 and received additional minor improvements in 2018. The most recent complete facility plan for the plant received DEQ technical approval in 2014. The District's 2025 Collection System and WWTP Facility Plan addressed the Page WWTP and the District interceptors. It included only a limited discussion of Mullan plant capacity and did not produce a recommended capital improvement plan for the Mullan facility.

The plant is above 85% hydraulic and organic capacity. Peak influent flows remain high even after recent City of Mullan collection system rehabilitation. Historic peak flows have been on the order of 0.5 million gallons per day, compared with an average day flow of about 0.11 million gallons per day. Dilute wet-weather influent continues to affect treatment performance.

The facility discharges to the South Fork Coeur d'Alene River under IPDES Permit No. ID0021296. The receiving water is listed under §303(d) for lead, cadmium, and zinc. The current permit includes a metals compliance schedule. Interim metals limits expire December 31, 2034. Planning for treatment options is required to begin no later than 2028. The District also expects potential future effluent limits for copper and wants the study to evaluate phosphorus reduction. In addition, the District wants the study to compare continued treatment at Mullan with regionalization by constructing a new interceptor from Mullan to Wallace, which is the upper end of the Page collection system, so that Mullan wastewater could be treated at the Page WWTP.

1.4 Documents Available to Proposers

This Request for Proposals, any addenda issued during the solicitation, and a digital copy of the District's 2025 Collection System and WWTP Facility Plan will be posted for download at:

www.southforksd.com/solicitations

Proposers are responsible for checking the site for addenda before submitting a proposal.

The District's standard Professional Services Agreement and the Fiscal Year 2027 planning grant Letter of Interest are available upon written request to the contact in Section 6. Record drawings, operating data, and the 2014 Mullan facility plan will be provided to the selected firm after notice to proceed. Reasonable excerpts may be made available to shortlisted firms upon request.

1.5 Minimum Requirements

The selected firm shall:

- Be authorized to practice professional engineering in the State of Idaho.
- Assign an Idaho-licensed Professional Engineer as Engineer of Record and project manager for the Facility Planning Study.
- Demonstrate completed wastewater facility planning studies accepted by Idaho DEQ, or equivalent facility plans accepted by a comparable state primacy agency, within the last ten years.
- Demonstrate experience with mechanical wastewater treatment plants of similar size, including evaluation of peak wet weather flows, process capacity, disinfection, solids handling, nutrients, and metals.
- Prepare the Facility Planning Study to satisfy Idaho DEQ wastewater facility planning requirements and to support a DEQ wastewater planning grant.

The firm and all assigned personnel shall remain free of conflicts of interest throughout the engagement.

1.6 Anticipated Schedule

The following dates govern this solicitation. The District may amend dates by written addendum.

Milestone	Date
RFP issued	September 11, 2026
Deadline for written questions	September 30, 2026, 4:00 p.m. local time
Last date for District addenda	October 2, 2026
Proposals due	October 7, 2026, 2:00 p.m. local time
Written follow-up questions or interviews, if used	October 8-16, 2026
Anticipated Board of Trustees selection	October 20, 2026 Board meeting
Anticipated Contract Approval	November 17, 2026 Board meeting
DEQ planning grant application due	November 30, 2026
Notice to proceed	After DEQ funding agreement or written DEQ preauthorization, and after execution of the Professional Services Agreement

The selected firm shall complete the Facility Planning Study on a schedule consistent with DEQ grant conditions and with the District's need to begin metals treatment evaluation before the 2028 compliance schedule date. A target completion of the Agency Review Draft within approximately twelve months of notice to proceed is expected, subject to negotiation of a detailed schedule after selection.

2. SCOPE OF WORK

2.1 Purpose

The purpose of this engagement is to prepare a complete Facility Planning Study for the Mullan WWTP. The study shall evaluate existing condition and capacity, identify improvements needed to meet current and reasonably anticipated permit limits, compare on-site treatment with regionalization to the Page WWTP, and present a phased 20-year capital improvement plan with probable rate impacts. The District encourages creative interim and final treatment and conveyance solutions that can meet water-quality objectives at a scale appropriate to the District. The study shall be suitable for DEQ technical review and for use in future State Revolving Fund or other funding applications.

2.2 Required Scope

The selected firm shall furnish the professional planning services needed to produce a DEQ-acceptable Facility Planning Study for the Mullan WWTP. The outline below states the District's planning objectives. Proposers should describe their own work plan, methods, and chapter organization. The District does not prescribe a consultant task list. Proposers are encouraged to identify creative interim or final treatment and conveyance options suited to the District's size, staffing, and funding constraints. Material additions or deletions will be negotiated after selection.

Project management and coordination. Manage the work. Provide monthly invoices and brief written progress reports. Coordinate with District staff, the Board of Trustees, and DEQ. Conduct a kickoff meeting and site walkthrough at the Mullan WWTP. Conduct working meetings with District staff at key decision points. Conduct at least one meeting with DEQ on long-range water quality drivers. Present alternatives and the recommended plan to the Board of Trustees, including a meeting for adoption of the final study.

Planning basis. Define the study area, planning period, and growth scenario with the District at kickoff. A 20-year planning period is expected. Review at least five years of plant flow and load records and develop existing and projected flows and loads, including seasonal wet-weather and dry-weather conditions. Peak flow and dilution from inflow and infiltration shall be addressed using plant records. A detailed collection system I/I study is not included. Unless the District directs otherwise at kickoff, the study shall not assume a future reduction in I/I.

Existing facility evaluation. Describe major processes, available design criteria, observed deficiencies, and current performance. Prepare a planning-level hydraulic and capacity evaluation from record drawings, operating data, and staff input. Compare current and projected loading with estimated capacity for each major process. Summarize historical compliance with existing permit limits. Identify equipment that should be rehabilitated or replaced during the planning period, using an equipment list the District will provide.

Regulatory setting. Summarize IPDES Permit No. ID0021296, the pending renewal, and reasonably anticipated future limits. The analysis shall address lead, cadmium, and zinc under the existing metals compliance schedule; future effluent copper limits; and options to reduce effluent phosphorus. Discuss the §303(d) listing of the South Fork Coeur d'Alene River and the relationship of plant discharges to basin-wide water quality and Superfund related designations. If a new draft or final permit imposes limits that materially change the analysis, additional evaluation will be treated as additional services.

Alternatives. Develop and compare a no-action alternative and a focused set of improvement alternatives, including creative interim or final treatment and conveyance options the firm believes warrant evaluation. Each alternative shall include a planning-level description, conceptual siting within existing site constraints where applicable, an AACE Class 4 opinion of probable capital cost, probable operation and maintenance costs, environmental screening consistent with DEQ planning and SRF expectations, and a ranking against criteria established with the District. At a minimum, the alternatives analysis shall address:

- On-site improvements needed for projected hydraulic and organic loading, including peak wet-weather flow management and process capacity.

- Headworks, screening, and pumping needs.
- Disinfection options, including continued use of chlorine gas and alternative technologies.
- Solids handling and dewatering options.
- Treatment options to meet anticipated metals limits for lead, cadmium, zinc, and copper.
- Treatment options to reduce effluent phosphorus.
- Regionalization. Evaluate construction of a new interceptor from Mullan to Wallace, at the upper end of the Page collection system, so that Mullan wastewater would be conveyed to and treated at the Page WWTP. The evaluation shall include a planning-level alignment and capacity check, effects on the Page WWTP and Page interceptor, permit and operational implications of taking the Mullan plant out of service or converting it to a pump station, comparative capital and life-cycle cost, implementation schedule, and non-monetary considerations. Compare this option with continued treatment at Mullan.
- Creative and interim options. The alternatives analysis is not limited to conventional mechanical-plant upgrades or a single Mullan-to-Wallace interceptor. The firm shall consider creative interim or final solutions that may better fit the District, such as phased or modular treatment, process or chemical modifications that extend the useful life of existing facilities, alternative conveyance or pumping strategies, and other approaches that could meet permit objectives at lower capital or operating cost or with less operational complexity. Options that are screened out shall be briefly documented so the record shows they were considered.

Recommended plan and capital program. Identify a recommended plan. Prepare a phased capital improvement plan for Years 0 to 5, Years 6 to 10, and Years 11 to 20, with trigger points. Discuss funding options and planning-level user rate impacts using typical DEQ State Revolving Fund loan assumptions. Identify significant changes to operation, maintenance, and operator certification.

2.3 Grant Coordination

If requested, the selected firm shall provide limited technical information needed for the District's DEQ planning grant application due November 30, 2026. Assistance required before a funding agreement is in place shall be separately authorized in writing and is not eligible for grant reimbursement unless DEQ preauthorizes the cost. After notice to proceed, the firm shall prepare the study so that it supports DEQ planning grant and future SRF documentation requirements.

2.4 Standard of Care

The firm shall perform the services using the degree of care and skill ordinarily exercised by qualified professional engineers performing similar wastewater facility planning in Idaho under similar circumstances.

3. INSTRUCTIONS TO PROPOSERS

3.1 Due Date and Time

Proposals must be received by the District no later than 2:00 p.m. local time on Wednesday, October 7, 2026. Late proposals will not be accepted. Official time shall be determined by the District clerk's clock at the office, or the time stamp on the District email system for electronic submittals.

3.2 How to Submit

Electronic submission is acceptable and is preferred. The proposer is solely responsible for verifying that the District received the complete proposal before the deadline.

Electronic submission. Email one PDF file to:

Haley Gosline, Office Manager
hgosline@southforksd.com

The email subject line must read: “RFP Response – Mullan WWTP Facility Planning Study”. The PDF shall be a single file. If file size prevents a single email, the proposer shall so state in the first email and shall complete delivery by a second email or by a download link that does not require the District to create an account. Delivery is not complete until the District has the complete file.

Verification of receipt. An automated email delivery receipt or read receipt is not sufficient. The proposer must obtain written confirmation of receipt from Haley Gosline before the deadline. If the proposer does not receive confirmation within one business day of sending, the proposer shall telephone the District office at (208) 753-8041.

Hard copy submission. A hard copy is optional. If a hard copy is submitted, it must be hand-delivered to the District office during business hours and must be accompanied by a digital copy of the identical proposal on USB storage. Mail, parcel delivery, and delivery to a post office box will not be accepted. Submit one unbound original printed proposal and one USB drive in a sealed envelope marked “RFP Response – Mullan WWTP Facility Planning Study” to:

South Fork Coeur d’Alene River Sewer District
Attn: Haley Gosline, District Clerk, Office Manager
1020 Polaris Avenue
Osburn, ID 83849

Office hours for hand delivery are 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays. A hard copy delivered without the USB copy is incomplete and will not be considered. The content of the USB copy shall match the printed original. If there is a conflict, the PDF on the USB copy will control. Delivery after 4:00 p.m. on a business day, or after 2:00 p.m. on October 7, 2026, will not be accepted.

3.3 Proposal Format

Use 8.5 by 11 inch pages. Use a minimum 11-point font for body text. Use margins of at least 0.75 inch. 11 by 17 inch sheets are permitted only for an organization chart or a schedule and count as one page each. Do not include cost, fee, hours, or rate information anywhere in the proposal.

Number pages within each section. The District will stop reading a section when that section’s page limit is reached. Pages beyond a section limit will not be evaluated. Marketing brochures and unrequested material will not be evaluated.

3.4 Exact Page Limits

Each component is limited to the page count in the table below. A page is one side of one sheet.

Proposal Component	Maximum Page Limit	Counts Toward 20-Page Core?
Cover or title page	1	No
Transmittal letter	2	No
Table of contents	1	No
Attachment A – Proposal Summary Form	Use District form only	No
Section 1. Firm Qualifications	3	Yes
Section 2. Project Understanding	3	Yes
Section 3. Approach and Work Plan	8	Yes
Section 4. Key Personnel and Organization	4	Yes
Section 5. Relevant Project Experience and References	5	Yes

Section 6. Project Schedule	2	Yes
Required certifications and addenda acknowledgment	2	No
Appendix A. Resumes	2 pages per person, maximum 6 people	No
Appendix B. Licenses, sample insurance certificate, and quality procedures summary	8	No

The core technical proposal (Sections 1 through 6) shall not exceed 20 pages in the aggregate. If the sum of Sections 1 through 6 exceeds 20 pages, the District will evaluate only the first 20 pages of those sections in the order listed.

Do not include divider pages. Section headings within the allowed pages are sufficient. Front matter that exceeds its individual limit will be discarded before evaluation of the core sections.

3.5 Required Content of Each Component

Transmittal letter (2 pages or less). Signed by a person authorized to bind the firm. State that the firm has read this RFP and any addenda, that the firm accepts the District's standard Professional Services Agreement except for items specifically listed for negotiation, and that the proposal is valid for 90 days after the due date. Identify the primary contact name, title, phone, and email.

Attachment A. Complete the Proposal Summary Form included at the end of this RFP. Do not modify the form except to fill in the requested information.

Section 1. Firm Qualifications (3 pages or less). Office that will perform the work. Firm size and wastewater planning practice. Idaho municipal and special district experience. Statement that the firm is licensed to practice engineering in Idaho. Identification of any subconsultants and their roles. Statement of no conflict of interest, or a full disclosure.

Section 2. Project Understanding (3 pages or less). Demonstrate understanding of the Mullan WWTP, peak flow and organic capacity constraints, metals and copper limits, phosphorus planning objectives, the regionalization question, DEQ facility plan expectations, and the planning grant context. Do not restate this RFP at length. Identify issues the firm believes will control the alternatives and the schedule. Identify any creative interim or final treatment or conveyance concepts the firm believes should be evaluated and why they may be advantageous for a plant of this size.

Section 3. Approach and Work Plan (8 pages or less). Describe how the firm will perform the scope in Section 2. Address data needs, flow and load methods, capacity evaluation methods, on-site and regionalization alternatives, creative interim and final treatment and conveyance options, cost estimating basis, workshop plan, DEQ coordination, quality control, and proposed refinements to the scope. Describe how the firm will develop and screen creative options, including criteria for carrying an option forward or screening it out. Identify assumptions and items the firm recommends as additional services.

Section 4. Key Personnel and Organization (4 pages or less). Name the project manager and Engineer of Record, the lead process engineer, and other key staff and their respective duties. State Idaho license numbers for licensed staff. State the estimated percent of each key person's time relative to the contracted scope on this project during the study. Include a simple organization chart. Confirm that named staff will not be substituted without the District's written approval. Resumes belong in Appendix A, not in this section.

Section 5. Relevant Project Experience and References (5 pages or less). Provide at least three and not more than five completed facility plans or comparable wastewater planning studies from the last ten years. Preference will be given to Idaho DEQ-reviewed facility plans for mechanical plants, to studies that included regionalization or conveyance alternatives, and to facilities with similar current and anticipated effluent permit requirements. For each project state the client, plant type and size, year completed, DEQ or other

agency review status, a description of relevance, the firm’s role, the names of proposed staff who worked on it, and a client reference with title, phone, and email. The District may contact references.

Section 6. Project Schedule (2 pages or less). Provide a milestone schedule from notice to proceed through final Facility Planning Study, including workshops, draft submittals, DEQ review allowance, and Board of Trustees adoption. Identify District and DEQ decision points.

Required certifications (2 pages or less). Include a conflict of interest statement and an acknowledgment of all addenda by number and date.

Appendix A. Resumes. Not more than two pages per person and not more than six people. Limit resumes to staff who will actually work on this study.

Appendix B. Idaho firm license evidence, a sample certificate of insurance, and a brief quality control summary if not already covered in Section 3.

3.6 Cost Information Is Prohibited

Do not include fees, hourly rates, hour estimates that can be converted to cost, or any other pricing. Proposals that include cost information will be rejected. After the District ranks firms on qualifications, the District will request a detailed fee proposal from the highest-ranked firm and will negotiate a fair and reasonable fee. If negotiations fail, the District will terminate negotiations and proceed to the next most qualified firm.

3.7 Questions and Addenda

All questions must be submitted in writing by email to Haley Gosline at hgosline@southforksd.com. Questions must be received no later than 4:00 p.m. local time on September 30, 2026. Telephone questions will not be answered. Responses to substantive questions will be issued in writing by addendum to all known proposers and will be posted at www.southforksd.com/solicitations. Proposers shall acknowledge all addenda in the required certifications. The District is not bound by oral statements.

3.8 Withdrawal and Validity

A proposer may withdraw a proposal by written notice before the deadline. After the deadline, proposals shall remain valid for 90 days.

4. EVALUATION AND SELECTION

4.1 Evaluation Criteria

The District will evaluate proposals using the following criteria and weights:

Criterion	Weight
Relevant facility planning experience, including Idaho DEQ-reviewed wastewater facility plans and mechanical plant work of similar scale	30 percent
Qualifications and availability of the specific project manager, Engineer of Record, and key staff proposed for this study	25 percent
Project understanding and proposed approach, including peak flow, capacity, metals and copper, phosphorus, regionalization, DEQ coordination, schedule realism, and creative interim or final treatment and conveyance solutions	25 percent
References and demonstrated performance on similar engagements	10 percent
Knowledge of the District, the Silver Valley, and the South Fork Coeur d’Alene River permitting setting	10 percent

Within the project understanding and proposed approach criterion, the District will give favorable consideration to firms that identify practical, creative interim or final treatment or conveyance options suited to the District's scale and resources, and that describe a sound method for evaluating those options. Identification of a creative concept in the proposal does not commit the District to that option.

4.2 Interviews and Written Follow-Up

After reviewing proposals, the District may send written follow-up questions to one or more firms and may use the written responses in the ranking. The District may also interview one or more finalist firms in person at the District office or by video conference. Interview time, if used, will be used to meet the proposed project manager and key staff and to clarify the approach. Written follow-up and interview performance may be used to adjust rankings. Failure to respond to written questions by the stated deadline, or failure to attend a requested interview, may result in elimination.

4.3 Selection

Final award will be made by the Board of Trustees after evaluation and any written follow-up or interviews. Selection is qualifications based. Award is subject to negotiation of scope, schedule, and fee, execution of the District's Professional Services Agreement, and availability of District and grant funds. The District may reject any or all proposals, waive minor informalities, and cancel this RFP at any time.

5. TERMS AND CONDITIONS

All costs of proposal preparation are the responsibility of the proposer. Proposal contents will remain confidential until an award is made to the extent permitted by Idaho public records law.

The selected firm will be required to execute the District's standard Professional Services Agreement. A copy is available upon request and will be provided to the selected firm. The firm's contract documents, if any, must be consistent with this RFP and the Professional Services Agreement. In the event of conflict, the Professional Services Agreement and this RFP control.

Before work begins, the selected firm must provide certificates of insurance meeting the Agreement. Minimum coverages typically include professional liability insurance of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate, commercial general liability, automobile liability, and workers' compensation as specified in the Agreement. The District shall be named as an additional insured where appropriate.

The firm shall comply with all applicable federal, state, and local laws. The firm shall maintain the confidentiality of District information that is not a public record.

Contract obligations are subject to the availability of funds and annual budget appropriations by the Board of Trustees. Grant-reimbursable work is subject to DEQ eligibility rules, including the rule that costs incurred before a funding agreement are ineligible unless DEQ preauthorizes them in writing.

The firm shall not subcontract major elements of the Facility Planning Study without the District's prior written consent. The District will not unreasonably withhold consent for specialized subconsultants identified in the proposal.

6. CONTACT INFORMATION

All inquiries regarding this RFP must be directed in writing to:

Haley Gosline, Office Manager
South Fork Coeur d'Alene River Sewer District
Email: hgosline@southforksd.com
Phone: (208) 753-8041

Do not contact individual members of the Board of Trustees about this RFP. Unauthorized contact may be grounds for rejection.

7. ATTACHMENTS

- Attachment A: Proposal Summary Form
- Attachment B: District standard Professional Services Agreement

The District looks forward to receiving concise, qualifications-based proposals from firms prepared to deliver a practical Facility Planning Study for the Mullan WWTP.

South Fork Coeur d'Alene River Sewer District
Board of Trustees

ATTACHMENT A

PROPOSAL SUMMARY FORM

RFP – Professional Engineering Services – Mullan WWTP Facility Planning Study

1. PROPOSER INFORMATION

Firm Name: _____

Office Performing the Work: _____

Address: _____

City, State, Zip: _____

Website: _____

Primary Contact Name and Title: _____

Phone: _____ Email: _____

2. FIRM QUALIFICATIONS

Years in business: _____ Number of professional staff: _____

Idaho engineering firm license or authorization number: _____

Engineer of Record name and Idaho PE license number: _____

3. EXPERIENCE (check all that apply)

- ☐ Idaho DEQ wastewater facility plans ☐ Mechanical WWTP facility plans
☐ Peak flow / I/I capacity evaluations ☐ Nutrient removal planning
☐ Metals or copper removal planning ☐ Regionalization or conveyance planning
☐ DEQ or SRF-funded planning studies

Number of wastewater facility plans completed in the last ten years: _____

4. ASSIGNED TEAM

List the individuals who will perform this study. Do not list staff who will not work on the project.

Name	Role on This Study	Idaho PE No. (if any)	Years Relevant Experience

5. REQUIRED CERTIFICATIONS

The undersigned certifies that:

- The firm is legally authorized to practice professional engineering in the State of Idaho.
- The proposal contains no fee, rate, or other cost information.
- The firm has received and reviewed Addenda Nos. _____ through _____ (write "none" if no addenda were issued).
- The firm has disclosed any actual or potential conflict of interest with the District.
- The person signing below is authorized to bind the firm to this proposal for 90 days after the proposal due date.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Firm Name: _____

Attachment B
Professional Services Agreement

Professional Services Agreement

This Professional Services Agreement (this "**Agreement**"), dated as of _____, 20____ (the "**Effective Date**"), is by and between _____, a(n) _____, with offices located at _____ (the "**Service Provider**") and SOUTH FORK COEUR D'ALENE RIVER SEWER DISTRICT, with offices located at 1020 Polaris Avenue, P.O. Box 783, Osburn, Idaho 83849 (the "**SFSD**").

1. **Services.** Service Provider shall provide to SFSD the services (the "**Services**") set forth in Exhibit A. Service Provider shall provide the Services: (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Service Provider's field; and subject to (d) (e) to the satisfaction of SFSD. Nothing in this Agreement shall prevent SFSD from performing for itself or acquiring from other providers the same or similar services, nor prevent Service Provider from providing the same or similar services to others (subject to confidentiality obligations set forth below). Service Provider shall not subcontract the Services without SFSD's prior written consent, which shall not be unreasonably withheld. Any changes to the scope of Services must be agreed by the parties in a written amendment in accordance with Section 11.7.

2. **SFSD's Obligations.** SFSD shall: (a) provide Service Provider with access to SFSD's premises, office accommodation, and other facilities as may reasonably be required by Service Provider for the purposes of performing the Services; and (b) respond promptly to any Service Provider request for information or approvals that Service Provider requires to perform the Services.

3. **Term and Termination.**

3.1 **Term; Renewal.** This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services, which shall be no later than the completion date listed in Exhibit A (the "**Term**"), unless sooner terminated pursuant to this Section 3. The Term may be extended upon mutual written agreement between the parties.

3.2 **Termination for Convenience.** SFSD, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, by providing at least 45 days' prior written notice to Service Provider.

3.3 **Termination for Cause.** Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 10 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding; (e) is dissolved or liquidated; (f) makes a general assignment for the

benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business.

3.4 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, (a) Service Provider shall: (i) deliver to SFSD all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services; (ii) return to SFSD all SFSD-owned property, equipment, or materials in its possession or control; (iii) remove any Service Provider-owned property, equipment, or materials located at SFSD's locations; and (iv) provide reasonable cooperation and assistance to SFSD in transitioning the Services to an alternate service provider; and (b) each party shall return to the other party or destroy, at the other party's discretion, all documents and tangible materials (and any copies, physical or electronic) containing, reflecting, incorporating or based on the other party's Confidential Information and certify in writing that it has done so; provided, however, that SFSD may retain copies of any Confidential Information of Service Provider to the extent necessary to allow it to make full use of the Services. Use or reuse of Service Provider's work for any purpose other than intended by this Agreement shall be at SFSD's sole risk.

3.5 Survival. The rights and obligations of the parties set forth in this Section 3.5 and Section 3.4, Section 5, Section 6, Section 7, Section 9, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

4. Fees; Payment Terms.

4.1 In General. In consideration of the provision of the Services by the Service Provider and the rights granted to SFSD under this Agreement, SFSD shall pay all fees (the "Fees") for the Services according to Service Provider's rates and/or the payment schedule set forth in Exhibit A

4.2 Invoicing and Payment. Service Provider shall issue invoices to SFSD: (a) by the 5th day of each month for the Fees for the immediately preceding month for time and materials Services; and (b) as otherwise indicated in Exhibit A according to the deadlines therein. SFSD shall pay all invoiced amounts due to Service Provider within 30 days after SFSD's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

4.3 Taxes. SFSD shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by SFSD hereunder except for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Confidential Information. Any documents, reports, information, or other data and materials provided by SFSD to Service Provider, or prepared or assembled by Service Provider or subcontractors under this Agreement are considered confidential, and shall not be made

available to any person, organization, or entity by Service Provider without consent in writing from SFSD.

6. Representations and Warranties.

6.1 **Mutual.** Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2 **Service Provider.** Service Provider represents and warrants to SFSD that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; and subject to (a) (b) the Services shall conform in all respects with the specifications and will be performed to SFSD's satisfaction.

6.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 6, (A) THE PARTIES MAKE NO WARRANTIES WHATSOEVER AND (B) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

7. **Indemnification.** Service Provider shall indemnify and hold harmless SFSD and its employees, agents, affiliates, successors, and permitted assigns (each an "**SFSD Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, incurred by an SFSD Indemnified Party (collectively, "**Losses**"), arising out of or resulting from any claim of a third party to the extent arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from Service Provider's wrongful, fraudulent or grossly negligent acts or omissions; or (b) Service Provider's negligence, willful misconduct, or material breach of this Agreement, including but not limited to material breach of any representation or warranty made by Service Provider in this Agreement.

8. **Limitation of Liability** Except for Losses resulting directly or indirectly from Service Provider's intentional misconduct (i) the total cumulative liability of the Service Provider to SFSD for claims covered by insurance shall not exceed the coverage limits required under this Agreement, and (ii) the total cumulative liability of Service Provider to SFSD for claims not covered by insurance shall not exceed the cumulative price paid by SFSD for the Services. Neither Party shall be liable in contract, tort, or otherwise for consequential, indirect, or incidental damages of any nature whatsoever

9. **Insurance.** During the Term and for a period of 2 years after expiration or termination of this Agreement for any reason, Service Provider shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to: (a) Commercial General Liability (CGL) with limits no less than \$1,000,000 per

occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement; (b) Worker's Compensation with limits no less than the minimum amount required by applicable law; (c) Commercial Automobile Liability (CAL) with limits no less than \$1,000,000, combined single limit; and (d) Errors and Omissions with limits no less than \$500,000 per occurrence and \$1,000,000 in the aggregate. Upon SFSD's request, Service Provider shall provide SFSD with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name SFSD as an additional insured on CGL and CAL only. Service Provider shall provide SFSD with 10 days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against SFSD's insurers and SFSD or the Indemnified Parties.

10. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control ("**Force Majeure Events**"), including but not limited to: (a) acts of God; (b) flood, fire, earthquake, national epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency. The affected party shall resume performance under this Agreement as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

11. **Miscellaneous.**

11.1 **Independent Contractors.** Service Provider is an independent contractor, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between Service Provider and SFSD. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

11.2 **No Publicity.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

11.3 **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address or in such other manner that may be designated by the receiving party from time to time in accordance with this Section):

SFSD: South Fork Coeur d'Alene River Sewer District
1020 Polaris Avenue, P.O. Box 783
Osburn, Idaho 83849
Attn: _____
Phone: _____
Email: _____

With a copy to: Parsons Behle & Latimer
800 W. Main Street, Suite 1300
Boise, Idaho 83702
Attn: Norm M. Semanko
Email: nsemanko@parsonsbehle.com

Service Provider: _____

Attn: _____
Phone: _____
Email: _____

All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

11.4 Entire Agreement; Order of Precedence. This Agreement, together with all Schedules and Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or Exhibit, then the terms of this Agreement shall control unless expressly set forth otherwise in the applicable Schedule or Exhibit.

11.5 Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be

null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

11.7 Amendment and Modification; Waiver. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No failure to exercise any rights, remedy, power, or privilege ("**Right(s)**") arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.

11.8 Severability. No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction, shall affect any other term or provision of this Agreement or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

11.9 Governing Law: Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of this Agreement or the Services provided hereunder shall be instituted in the state courts in Shoshone County, Idaho or the federal courts in Kootenai County, Idaho, and each party irrevocably: (a) submits to the exclusive jurisdiction of such courts; (b) waives any objection to such courts based on venue or inconvenience; and (c) waives any right to trial by jury. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

11.10 Equitable Relief; Cumulative Remedies. Each party acknowledges that a breach of Section 5 (Confidential Information) may cause the other party irreparable damages, for which an award of damages would not be adequate compensation. In the event of such breach or threatened breach, the other party will be entitled to seek equitable relief. Except as expressly set forth in this Agreement, the right and remedies under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity or otherwise.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or

other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SFSD

SOUTH FORK COEUR D'ALENE RIVER
SEWER DISTRICT

By: _____

Name:

Title:

SERVICE PROVIDER

By: _____

Name:

Title:

EXHIBIT A

Scope of Services

Objectives:

-

Scope of Work:

-

Deadlines:

-

Fees:

Pay Rates:

○

Fixed Prices:

○

Payment Schedule:

○

Additional Compensation:

○