



**Challenging today.
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March 7, 2023

Attn: John "JP" Phillips
Solid Waste Director
Kootenai County Solid Waste Department
3650 Ramsey Road
Coeur d'Alene, ID 83814

Subject: Landfill Leachate Treatment Assistance

Dear JP,

Jacobs Project Management Co. (Jacobs) is pleased to provide this scope of services, including an associated fee estimate, to the Kootenai County Solid Waste Department (County) to assist with establishing a pilot leachate treatment system and evaluating leachate treatment at the Kootenai County Farm Landfill (Landfill). Due to the uncertainty associated with the specific details and requirements of the leachate treatment technology and approach to implementation, this scope of work is established as an on-call service contract with an allowance-based approach whereby work tasks/support from Jacobs will be requested by the County as determined necessary and appropriate, and Jacobs will provide task-specific work scopes to execute the request. The task-specific work scopes will be tracked against the general task outline and allowance budgets provided under this SOW (Scope of Work) using procedures described below, and formal adjustments to this SOW will be established as needed to adjust the scope and/or budget as determined necessary by the County and Jacobs.

Jacobs will communicate regularly with County staff as leachate treatment options are evaluated for their ability to meet the County's vision for the project. This communication will be essential to meet the County's full expectations and the project's scope and budget. Work tasks will be requested and documented by the County via email. Jacobs will prepare task-specific work scopes consisting of a brief description of work scope, deliverables, budget, and schedule for responding to the request for approval by the County via email. Task elements requested from Jacobs by the County which extends the project outside of the general tasks and/or allowance budget established by this SOW will be documented via Work Change Directive for inclusion into a formal contract amendment to be approved by Kootenai County prior to execution of the work. Requested work scope tasks will be tracked and progress reported monthly, consistent with Jacobs standards routinely used on County projects.

Background

The County is currently soliciting proposals from vendors to provide a treatment technology that can remove total dissolved solids (TDS), per- and polyfluoroalkyl substances (PFAS), and polychlorinated biphenyls (PCBs) from leachate, allowing for leachate evaporation in the existing mister system or potentially hauling to the Hayden Area Regional Sewer Board Wastewater Treatment Plant (Hayden WWTP) to meet the immediate need to reduce leachate volume. In addition to these leachate management processes, the County may wish to pursue other options for leachate management (such as land application of treated leachate) that a proposed treatment technology may support.

The County may require Jacobs support in several areas for development and implementation of leachate treatment including:

- Vetting and coordinating with potential vendors,

- Providing technical review of proposed technologies and their implementation approach at the landfill
- Guidance for integration of the treatment system within the existing leachate management infrastructure at the landfill
- Establishing requirements for treatment effectiveness
- Review of vendor information including setup, testing, and reporting approach
- Communication/coordination with local departments, agencies, or regulators that interface with the leachate treatment and disposal process
- Support for permit revisions and documentation

These general areas of support are organized into the following tasks to support the project in task requests, organization, and tracking.

General Work Task Areas and Organization

Task 1: Vendor Evaluation and Initial Coordination

This task could include requested services by the County in the following areas:

- Recommend potential vendors (beyond those already solicited by the County), review vendor proposals, evaluate each vendor system for how it will meet current and future needs, and provide results of the evaluation to the County for discussion and selection of a vendor.
- Identify background data and information gaps to be provided by the County, if available. Recommend additional leachate water quality sampling for parameters that could affect performance of various treatment systems.
- Participate in a project kickoff meeting to help confirm the goals and priorities of the County. Use the information discussed during the kickoff meeting to establish evaluation criteria and assist in evaluation based on the established evaluation criteria and fit within the landfill leachate management system.

Task 2: Bench Study/Pilot Study Assistance

Based on input the County has received from vendors to-date, bench-scale testing may be desired by the vendors to either support or replace pilot testing of the system. This task could include services requested by the County to support either the bench or pilot studies, or both, depending on vendor requirements. The following are task elements which could apply to performance of these studies:

- In coordination with the County and the selected vendor, produce written instructions detailing the purpose, objectives, and intended outcome of bench testing and/or pilot study (testing protocol). Recommend other evaluation metrics such as treated water quality, minimum volume reduction, and the ability of the study to treat leachate to a quality so that it can be land applied.
- Assist with bench/pilot study setup, including review and confirmation that the chosen vendor's conceptual design can be integrated into the existing leachate management system.
- Assist with design of hydraulic and electrical requirements to support pilot system operation; prepare a pilot study integration design and perform services to verify the installation meets the proposed design. Provide coordination with vendor such that pilot operating data by the vendor,

ideally via the pilot system programmable logic controller (PLC)/supervisory control and data acquisition (SCADA) system can be generated to facilitate review of pilot system performance.

- Provide oversight and operations support to the County during the pilot study, including review of the pilot-generated data so that adjustments can be made to the leachate treatment system with the goal of improving targeted constituent levels to an optimal range during the course of the pilot study.
- Review data to check for the presence of potential fatal flaws.
- Support reporting development and/or review documenting the results of the bench/pilot study, comparing study performance against objectives. The report will incorporate test protocols and append operating and water quality data generated during the study or pilot operation.

Task 3: Evaluation of Permanent Leachate Treatment Technologies

This task addresses assessment of bench and/or pilot study results to support development of a permanent treatment system capable of meeting the County's long-term goals and objectives for the landfill. Task elements could include requested services by the County in the following areas:

- Evaluate the study technologies using information from Task 2 and verify the system is suitable as a potential permanent solution to allow hauling treated leachate to the Hayden WWTP (primary objective) and/or land application at the County's site.
- Identify and evaluate other technologies to meet long-term objectives for leachate treatment.
- Assist with development of a conceptual design for a long-term leachate treatment system, including method of handling residuals (concentrate, sludge) from the recommended leachate treatment system and an evaluation of required leachate and residual storage volumes.

Task 4: Assistance with Stakeholders and Regulators

This task could include requested services by the County in the following areas:

- Work with the County and the Idaho Department of Environmental Quality (DEQ) to determine treatment, storage, and other requirements for disposal of treated leachate via land application.
- Other miscellaneous assistance providing support to the County with interface/coordination with stakeholders, local governments, and regulatory agencies.

Schedule

A schedule will be developed for work scope elements as they are requested from Jacobs by Kootenai County. Overall, our understanding is that the County desires to have bench/pilot testing completed in 2023 such that a treatment system can be constructed for operation (either pilot or final system) in 2024.

Cost

The allowance budget established for this scope of services is \$50,000 to be delivered on a time and materials basis for requested tasks as described previously. The cost for these services was prepared using the rate schedule in Attachment 1.

Date: 7 March 2023

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Closing

As a result of the nature of the work being performed, this scope of work is established as an on-call service contract in which Jacobs performs tasks as requested by the County. As part of ongoing project management, Jacobs will monitor progress of this project, especially as it relates to the task tracking and performance relative to requested services and the general services and allowance budget established in this original scope of work. Changes to the project assumptions or scope of work, delays in the schedule, additional reporting requirements, delays caused by the client, or other project issues may increase the budget. If additional work or changes outside of the provided scope are deemed necessary, Jacobs will submit a revised scope and budget for approval by the client prior to performing work outside of requested/approved task scopes of work.

This work is assumed to be covered under the Standard Agreement for Professional Services in Attachment 2, as requested by the County. Jacobs will begin work upon receipt of an executed Attachment 2, of which Jacobs will provide a fully executed copy back for your records.

Jacobs appreciates the opportunity to continue supporting Kootenai County with landfill engineering and construction management support services. Thank you.

Sincerely,

Jacobs Project Management Co.

A handwritten signature in black ink that reads "Jordan Norris".

Jordan Norris, PMP
Project Manager

jordan.norris@jacobs.com

A handwritten signature in black ink that reads "Josh Lawson".

Josh Lawson
Manager of Projects

josh.lawson@jacobs.com

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Attachment 1. Labor Rates and Compensation

Labor Category	2023 Hourly Rate
Subject Matter Expert	\$225
Principal Client Service Manager	\$218
Principal Construction Manager	\$213
Principal Project Manager	\$202
Principal Technologist	\$202
Principal Consultant	\$202
Senior Client Service Manager	\$185
Senior Project Manager	\$185
Senior Technologist	\$185
Senior Engineer, Consultant, Estimator	\$169
Senior Scientist	\$169
Project Manager, Engineer, Consultant	\$153
Project Planner, Scientist	\$147
Project Estimator	\$147
Staff Engineer 2	\$147
Staff Consultant 2	\$147
Staff Scientist 2	\$147
Staff Inspector	\$137
Staff Engineer 1	\$137
Staff Consultant 1	\$137
Staff Scientist 1	\$137
Associate Designer	\$109
Technical Editor	\$109
Staff Designer 2	\$104
Staff Technician 2	\$104
Staff Surveyor 2	\$104
Staff Surveyor 1	\$98
Staff Technician 1	\$98
Engineering Technician 2	\$93
Engineering Technician 1	\$88
Administrative / Project Assistant	\$82
Document Processor	\$82
Project Accountant/Controls	\$82

Rates are subject to annual escalation beginning January 2024.

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Attachment 2. Standard Agreement for Professional Services

This AGREEMENT is between Jacobs Project Management Co. ("Jacobs" or "ENGINEER"), and

Kootenai County

("OWNER")

for a PROJECT generally described as:

Kootenai County Farm Landfill Leachate Pilot Study - Per Jacobs Proposal Dated March 7, 2023 Re "Landfill Leachate Treatment Assistance".

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in the Proposal referenced above.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in the Proposal. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to the Proposal. Invoices are due and payable within 45 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of one and one-half percent (1.5%) per month, or that permitted by law if lesser, on all past-due amounts starting 45 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 45 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will

re-perform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER only where proven by ENGINEER that the unanticipated conditions are not the result of negligence by the ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the OWNER's construction contractors or other entities, and do not relieve the OWNER's construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any of OWNER's construction contractors or other of OWNER's entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel or ENGINEER's contractors.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose

of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the OWNER's construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER

during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per claim and in the aggregate.
- (e) Contractor's Pollution Liability in the amount of \$1,000,000 per claim and in the aggregate.
- (f) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

4.9 Prompt Notice

ENGINEER will give prompt notice to OWNER whenever ENGINEER observes or becomes aware of any development that affects the scope or the timing of the OWNER's project, or any defect in the work of the OWNER or OWNER's construction contractors.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 OWNER recognizes that ENGINEER assumes no risk and/or liability for a waste or hazardous waste site originated by other than ENGINEER.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees that nothing in this Agreement, express or implied, is intended to or shall confer upon any other person, including but not limited to OWNER's construction contractors, and equipment or materials suppliers, any right benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 RESERVED

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. Except as required under the provisions of section 6.8 Indemnification, all such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT utilizing the rate schedule in Attachment 1.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to secure written approval from ENGINEER prior to any reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 RESERVED

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs, except for breach of this AGREEMENT by ENGINEER.

6.6 Suspension, Delay, or Interruption of Work
OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries
This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification
6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 RESERVED

6.9 Assignment
This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages
To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except as required under the provisions of section 6.8 Indemnification.

6.11 RESERVED

6.12 Jurisdiction
The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Venue shall be in the First Judicial District,

Kootenai County, Idaho.

6.13 Severability and Survival
6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples
Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables
Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution
The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions
All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1--Scope of Services and Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, KOOTENAI COUNTY

dated this _____ day of _____, _____

Signature _____

Name (printed) _____

Title CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

Attest By: _____

For ENGINEER, Jacobs Project Management Co.

dated this 7th day of March, 2023

Signature _____



Name (printed) Joshua Lawson

Title Manager of Projects