



January 29, 2021

Post Falls School District # 273  
206 West Mullan Avenue  
Post Falls, Idaho 83854

Attention: Mr. Jerry Keane

**RE: Asphalt Coring Study  
Post Falls Middle School – Track Section  
301 East 16<sup>th</sup> Avenue  
Post Falls, Idaho 83854  
ALLWEST Proposal No. 121-026P**

Mr. Keane,

ALLWEST appreciates the opportunity to present this proposal for asphalt coring services. The purpose of this proposal is to provide a detailed scope of services for this project and an estimated cost to complete the services.

#### **SCOPE OF SERVICES**

The purpose of this geotechnical evaluation is to assess the asphalt and base course thickness in the vicinity of the existing track section using an asphalt core machine and hand-auger.

Our proposed scope of services includes the following:

- 1) Contact Idaho Pass Word to arrange for marking of known public utilities. Property owner is responsible for identification and marking of private utility lines that will not be identified by public marking services.
- 2) Core the existing asphalt pavement at up to 4 locations and hand-excavate through the base course to determine the thicknesses (see attached map provided by Architects West for approximate locations).
- 3) Prepare and submit one copy of the report providing the results of the cores.

#### **FEE**

Based on the described scope of services herein, we propose to complete the geotechnical evaluation for a **lump-sum fee of \$2,500.**

### AUTHORIZATION

We appreciate the opportunity to present this proposal for a geotechnical evaluation. If you would like to authorize us to proceed with these services, please sign and return the attached Professional Services Agreement.

If you have any questions or need additional information, please call us at (208) 762-4721.

**ALLWEST**



**Kenneth J. Rukavina, G.I.T.**  
Staff Geologist



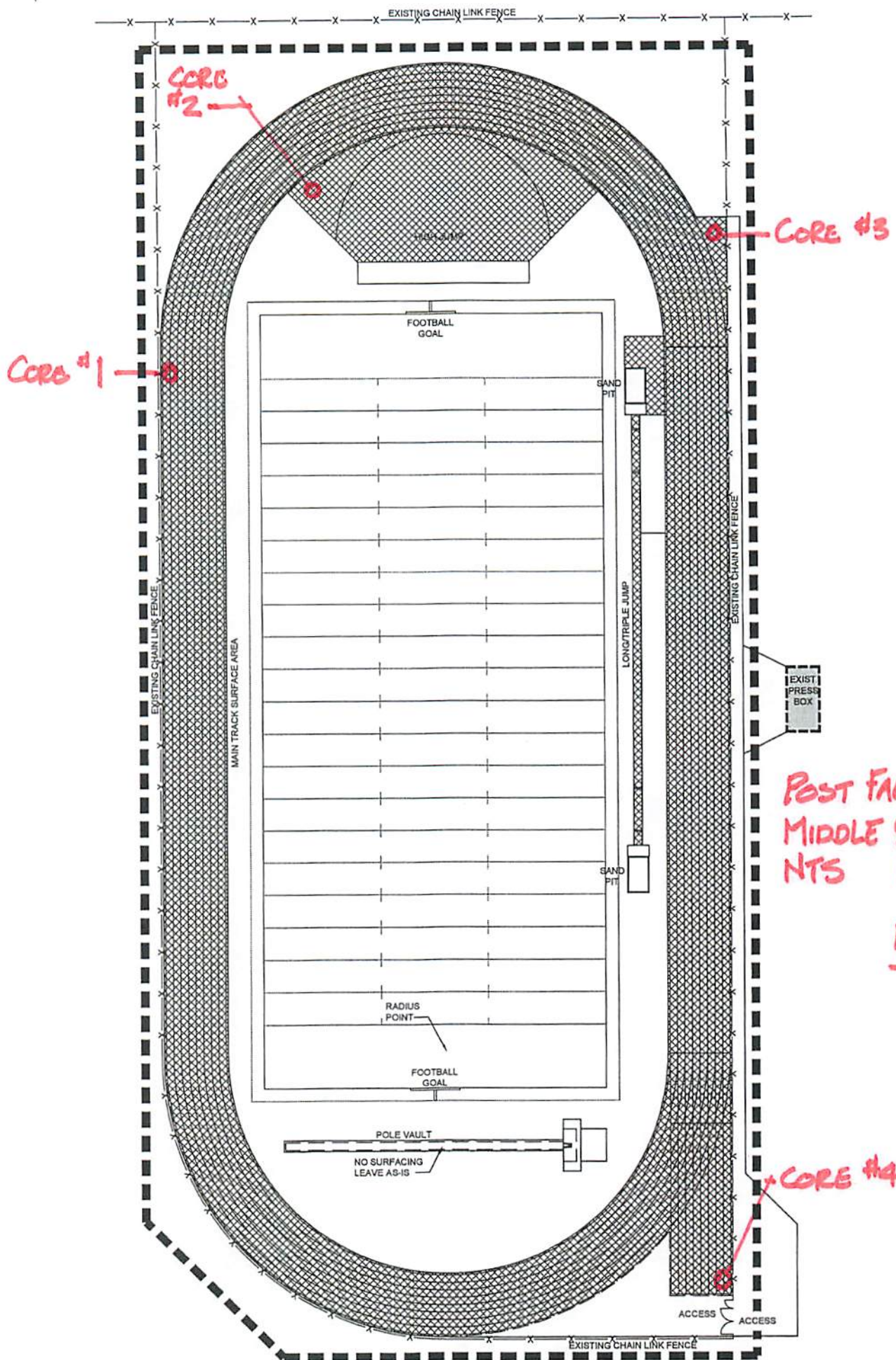
**Samuel P. Sommers, P.E.**  
Engineering Services Manager

ATTACHED:      PFMS Track Core Sample Locations  
Professional Services Agreement



GEOTECHNICAL | ENVIRONMENTAL  
MATERIALS TESTING | SPECIAL INSPECTION

AN EMPLOYEE-OWNED COMPANY







## Professional Services Agreement for Geotechnical Services

**THIS AGREEMENT**, effective as of January 29, 2021, is between Post Falls School District #273 ("Client") and ALLWEST Testing & Engineering, Inc. ("Consultant"). The Scope of Services is described in Consultant's attached Proposal, dated January 29, 2021 which is hereby incorporated into and made a part of this Agreement. Consultant shall perform the scope of services detailed in our proposal attached to this agreement. This agreement may be amended in writing with the consent of both parties. It is possible for us to provide a more or less comprehensive evaluation of the project which would increase or decrease our fees. You have reviewed our scope of services and agree that it is reasonable for your project.

**1. SCOPE OF SERVICES:** Consultant will perform the Scope of Services described in our attached Proposal in a consistent manner with the level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale under similar circumstances at the time the scope of services are performed. No warranty or guarantee, either expressed or implied, is intended or included with our services.

**2. COMPENSATION AND TERMS OF PAYMENT:** Client agrees to provide payment for services rendered. Consultant will invoice for services in accordance with the terms of the attached proposal or on a monthly basis. All invoices are due within thirty (30) days. Invoices not paid within thirty (30) days will be assessed a late penalty of 1.5% per month. Delinquent accounts will also be responsible for all costs and legal fees incurred during collection. Consultant reserves the right to stop work if invoices are not paid within thirty (30) days. Limitations stated in the Proposal on the amount to be billed are estimates only, and are not an agreement by Consultant that it will complete the services for the estimated amount. Client will reimburse Consultant for any costs, including legal fees, associated with the collection of past due unpaid amounts.

**3. SITE ACCESS AND RELEVANT INFORMATION:** Client agrees to provide access and/or obtain permission for Consultant to enter upon all property as necessary to perform the Scope of Services. Consultant will exercise reasonable care to reduce damage, but Client recognizes that Consultant's operations and investigative equipment may unavoidably alter or affect the Project Site. The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the Proposal.

Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project Site, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures. Consultant shall be entitled to reasonably rely on all such information provided by Client. Consultant will endeavor to avoid damage to such pipes, utilities and structures, but is not responsible for any damage to such items not properly identified in the information provided to it by Client. Consultant may reasonably rely on the accuracy and completeness of any information supplied by Client, without independently verifying its accuracy. Prior to the commencement of Services, Client will notify Consultant of any known potential health or safety hazard existing on or near the Project Site, with particular reference to hazardous materials or conditions.

**4. HAZARDOUS MATERIALS:** The term "hazardous materials" means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever, including but not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies and potentially affected public of the existence of any hazardous materials located at the Project Site during performance of this Agreement. Any samples containing hazardous materials from the Project Site that are left over at the end of services will remain the property of and be returned to Client.

**5. LIMITATIONS OF LIABILITY:** The total cumulative liability of Consultant and its subcontractors, employees and agents to Client arising from Scope of Services under this Agreement, including any indemnity obligation and attorney's fees, will not exceed the gross compensation received by Consultant under this Agreement or \$25,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors or omissions by Consultant, whether alleged in tort, contract, or under any other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for an increase in Consultant's fee. Neither Consultant nor Client will be liable to the other for any special, consequential, incidental or penal losses or damages. Further, both Client and Consultant waive any right to sue, or otherwise make any claim against any of the other party's officers, directors, shareholders or employees, past or present, as individuals.

**6. INSURANCE:** Consultant will maintain policies of general liability, automobile liability, workers compensation and professional liability insurance throughout the duration of this Agreement. Client will maintain property insurance sufficient to protect any property in which it has an insurable interest. Consultant and Client each waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims. Upon request, Consultant and Client will each provide the other with a certificate(s) of insurance evidencing the insurance required by this section.

**7. INDEMNIFICATION OF CLIENT:** Subject to the terms and limitations of this Agreement, Consultant agrees to indemnify and hold harmless Client (including its shareholders, officers, directors and employees) from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and defense costs) or other losses, to the extent caused by Consultant's negligent performance of its Scope of Services under this Agreement. Consultant's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of Consultant's actual indemnity obligation hereunder.



## Professional Services Agreement for Geotechnical Services

**8. INDEMNIFICATION OF CONSULTANT:** Client will indemnify and hold harmless Consultant (including its shareholders, officers, directors and employees) from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses, to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant from and against any and all losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to hazardous material. The indemnity obligations and the limitations of liability established under this Agreement will survive its expiration or termination. If Consultant provides the Scope of Services to Client that the parties do not confirm in an executed amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement will apply to such Services as if the parties had executed an amendment.

**9. MEDIATION:** Consultant and Client agree to mediate any dispute regarding this Agreement or its performance as a precondition to instituting any legal action against the other, each party sharing equally the mediation fees and costs. The laws of the State of Idaho will govern the terms of this Agreement.

**10. TERMINATION:** Either party may terminate this Agreement for convenience by giving 14 days written notice to the other party, and for cause by giving 7 days written notice. If Client terminates this Agreement, in addition to any other compensation due under this Agreement, it will pay amounts incurred by Consultant in preparing to perform the Scope of Services, performing them, and in their orderly termination.

**11. THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

**12. FULL AND FINAL AGREEMENT:** This Agreement is the full and final agreement between Consultant and Client and supersedes any prior agreements. This Agreement may not be modified except in writing and executed by both parties.

**13. ASSIGNMENT:**

During the term of this Agreement and following its expiration or termination for any reason, neither Client nor Consultant shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

**14. REUSE OF DOCUMENTS:**

Any reuse or modification of the Work by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to Consultant. Client will defend, indemnify and hold Consultant harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

**ALLWEST TESTING AND  
ENGINEERING, INC**

**CLIENT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Samuel Sommers, P.E.

Engineering Services Manager

ALLWEST

Post Falls Middle School – Track Section – 121-026G

*Wendy J. Lee*

*Wendy J. Lee*

*CFO, Director of Business Services*

Post Falls School District #273

