

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 21, 2026 (“Effective Date”) between
City of Sandpoint (“Owner”) and
Keller Associates Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Design Services – South Boyer Lift Station Improvements (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Provide engineering services to evaluate, plan, and design improvements, rehabilitation, or replacement of the City's highest flow volume and terminal lift station within the collection system, the South Boyer Lift Station.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and within Exhibit A.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis and no later than 30 days of services rendered for previous month. Invoices are due and payable within 30 days of receipt of a correct invoice.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's correct invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit – NOT USED*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or

implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. NOT USED
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any

Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to the Constructor's furnishings and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. NOT USED
- C. NOT USED
- D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services

and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination*:
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer and its successors, executors, administrators, and legal representatives of are hereby bound to the Owner to this Agreement and to its successors, executors, administrators and legal representatives (and said assigns) in respect of all covenants, agreements, and obligations of this Agreement.
- B. Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the Owner, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Engineer from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and not for the benefit of any other party.
 3. NOT USED

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification*

- A. *Indemnification by Engineer:* As allowed by Law, Engineer shall indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Engineer's wrongful acts, negligent acts, errors, or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.
- A. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members,

partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- B. NOT USED
- C. NOT USED
- D. NOT USED

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

- F. **Miscellaneous Provision:** This is to certify that Engineer, and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into for this project.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the

Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and

easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
 33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities. NOT USED
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. NOT USED
- E. Exhibit E, Notice of Acceptability of Work. NOT USED
- F. Exhibit F, Construction Cost Limit. NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. NOT USED
- I. Exhibit I, Limitations of Liability. NOT USED
- J. Exhibit J, Special Provisions. NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement. NOT USED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above, as applicable) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Sandpoint

Engineer: Keller Associates Inc

By: _____
Print name: Jeremy Grimm
Title: Mayor
Date Signed: _____

By: James Bledsoe
James Bledsoe (May 14, 2026 14:54:07 MDT)
Print name: James Bledsoe, PE
Title: Vice President
Date Signed: 05/14/2026

Engineer License or Firm's Certificate No. (if required):
10803
State of: Idaho

Address for Owner's receipt of notices:
1123 Lake Street
Sandpoint, ID 83864

Address for Engineer's receipt of notices:
100 E. Bower Street
Meridian, Idaho 83642

Designated Representative (Paragraph 8.03.A):
[Holly Ellis
Title: Public Works Director
Phone Number: _____
E-Mail Address: hellis@sandpointidaho.gov

Designated Representative (Paragraph 8.03.A):
Kyle Meschko
Title: Project Manager
Phone Number: 208-946-3312
E-Mail Address: kmeschko@kellerassociates.com

This is **EXHIBIT A**, consisting of [6] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21, 2026].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A. TASK 1 - PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1 General Project Management. Provide general project administration services including contract administration, monthly invoicing, progress reports, scheduling, and internal project administration.
- 1.2 Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner design team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 1.3 Bi-Weekly Meetings. Hold bi-weekly meetings through the development of the preliminary engineering report and prepare meeting agenda and notes. The meetings will review critical items and obtain input as needed from the Owner.
- 1.4 Request for Information. Consultant to submit a request for information regarding the lift station pump run times, operation setpoints, pump information, and any additional influent flow information. All as-builts and collection facility plan have been provided by Owner.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.
- Respond to request for information within 1 week.

Assumptions:

- Project management budget assumes a project schedule of up to 8 months.
- Bi-weekly meetings will be held virtually for the first three months (through pre-design). Kickoff and design review meetings/workshops will be held in Sandpoint with potential remote participants.

Modified from Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.

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- Project is being funded by Owner.

Deliverables:

- Request for information.
- Monthly invoices and project update summaries.
- Kickoff meeting agendas and minutes.
- Bi-weekly agendas and notes.

B. TASK 2: PRELIMINARY ENGINEERING REPORT (PER)

Consultant Responsibilities:

- 2.1 Existing Conditions and System Evaluation. The Engineer shall evaluate existing lift station conditions to assess remaining useful life. The evaluation will identify system constraints, required upgrades, and opportunities to reuse existing infrastructure while avoiding earthwork outside the existing lift station footprint where practical, with the goal of reducing total life cycle costs while maintaining reliable operation. Structural evaluation of existing concrete elements (including the wet well and retaining walls) shall include visual inspection and documentation of cracking, spalling, leakage, corrosion, and hydrogen sulfide deterioration. Where appropriate, limited non-destructive testing such as hammer sounding may be used to support condition ratings. Results will be used to determine whether the structures are suitable for rehabilitation or require partial or full replacement to meet long term reliability.
- 2.2 Design Criteria. Document design criteria that will serve as basis for design. Consultant to review the collection system master plan to define influent flows for the lift station. Consultant to review available information on pump run times and operational setpoints.
- 2.3 Surveying. Provide topographic surveying for the area around the proposed lift station building. It is anticipated that the scope of this survey will be approximately 0.5 acres, as well as two upstream manhole inverts. Topographic survey will include existing visible structures, marked utilities, and observed features, such as existing fencing, sidewalks, and roadways. Consultant will use survey information to prepare a base map for the site. Survey will use NAVD 88 Vertical Datum and NAD 83 (2011) Horizontal datum. Establish one or two benchmarks for future design/construction reference.
- 2.4 Site Layout. Develop concept site work depicting generator, stormwater, piping, access, fencing, and elevations. Additionally, Engineer to design to improve the top section of the influent manhole with new barrels. Forcemain leaving the lift station and discharging in the nearby manhole will be replaced and stormwater swale will be restored to existing conditions.
- 2.5 Lift Station Alternatives. Evaluate up to four lift station design alternatives with the Owner to consider rehabilitation versus reconstruction. Concepts to be developed on a conceptual level with one to two figures per concept. A technical memorandum of two to three pages including figures will be completed

for each alternative with high level opinion of costs. Alternative evaluations are anticipated to be limited to the following:

- i. Convert existing lift station into dual wet wells with influent splitter channel and a total of four pumps. Demo existing building, bring structure to approximate finish grade of parking lot, install outdoor rated control panels and onsite generator.
 - ii. Convert existing dry pit into a single wet well with three pumps and reuse existing control panel. Existing wet well to be utilized for emergencies. Demo existing building, extend structure to approximate finish grade of parking lot.
 - iii. Fully reconstruct the lift station adjacent to the existing lift station with submersible pumps and at-grade access hatches with a singular wet well, install outdoor rated control panels and onsite generator. If this alternative is selected, not included in this Agreement; additional design services will be required for this alternative.
 - iv. Boyer LS expansion: Route the Boyer Avenue collector to the Boyer Lift Station with the existing First Avenue collector (~2,750 gpm future peak wet weather flows) and route a new forcemain to the Wastewater Treatment Plant Facility. Review potential impacts and cost savings at the treatment plant associated with converting the Boyer trunkline to a force main. If this alternative is selected, additional design services will be required. Evaluation will be conceptual-level only.
- 2.6 Submersible Pump type selection. Perform a comparative pump evaluation of feasible pump types, including submersible non-clog and screw centrifugal. Document operational advantages and disadvantages, capital costs, O&M considerations, and overall hydraulic and solids-handling performance to support pump selection.
- 2.7 Grease Strategy. Provide up to three strategies involving ways to handle grease at the lift station which could include pump type, chemical treatment, and operational provisions.
- 2.8 Cost Estimate. Provide an opinion of probable cost for the project.
- 2.9 Prepare PER. Prepare a draft PER following IDEQ rules. In addition to the minimum regulatory requirements, PER is to include concept drawings showing conceptual site layout and yard piping, one-line diagram, anticipated permit requirements, and lift station layout. Submit to DEQ for review.
- 2.10 Workshop Meeting. Meet with Owner in person to review the PER.
- 2.11 Final PER. Incorporate Owner input and submit to DEQ or review. Address agency comments into final PER.

Owner Responsibilities:

- Owner will lead the access to the site, confined space entry provisions to safely access the site, clean wet well prior to site visit, draw water level in wet well to as low as possible and assist with accessing

confined spaces (wet well facility and dry pit) providing personnel and completing hammer tests and inspection under direction of Engineer.

- Provide input on lift station design criteria and preferred alternatives – decision of alternative to occur at the kickoff meeting.
- Review and comment on the PER.

Assumptions:

- Surveying to be completed within existing right-of-way and easements; no boundary surveying to be completed.
- No geotechnical work is included in the base services. If these are required, they will be provided as an additional service.
- Lift station location and sizing is based on recommendations in the wastewater collection study.
- Odor control type to be passive activated carbon canister.
- Power is readily available and located adjacent to the site.
- Pavement sections and curbing will not be needed for access and parking.
- Engineer will not be entering the wet well, photos will be provided by the City with support from the Engineer.

Deliverables:

- Topographic base map.
- Agenda and minutes for Workshop Meeting.
- Draft and Final PER.

C. TASK 3: FINAL DESIGN

Consultant Responsibilities:

- 3.1 Plan Sheets. Prepare general, survey, site civil, structural, mechanical, electrical, and instrumentation and control plan sheets for the site, lift station, and yard piping. The Instrumentation and control sheets will generally include instrumentation diagrams (P&ID), instrumentation schedule, and a performance specification for the City's SCADA components. Consultant to denote fiber to be brought to the site. Coordinate location of pumps, piping layout, electrical equipment, generator, pump removal equipment, and other appurtenances with the Owner. Prepare 50% and 90% review sets.

- 3.2 Specifications. Incorporate special provisions and project constraints into Owner-provided General and Supplementary Conditions based on the 2018 EJCDC. Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction, testing, inspection, and commissioning of the lift station improvements. Prepare table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 3.3 50% Design Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting.
- 3.4 90% Design Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 3.5 Agency Submittal. Agency design checklists will be completed and submitted along with the final plans and specifications to the applicable reviewing Agency for review. Prepare a Building Department review submittal.
- 3.6 Final Approval. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 3.7 Opinion of Probable Costs. Prepare an updated opinion of probable cost for the project at 50%, 90% and/or final design.

Owner Responsibilities:

- Provide comments and input on the 50% and 90% design deliverables.
- Provide front end contract documents.
- Coordinate and provide comments from System Integration on instrumentation and controls.

Assumptions:

- Project will not include irrigation or landscaping of the site.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits. Shoring (if required) will be designed by the Contractor.
- All permitting beyond DEQ approval is anticipated to be completed by the Contractor. No permits are currently known to be required prior to construction.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service.

Deliverables:

- 50% design drawings, opinion of costs, and specifications submittal in PDF and 2 hard copies.
- 90% design drawings, opinion of costs, and specifications submittal in PDF and 2 hard copies.
- 100% stamped design drawings, opinion of costs, and specifications submittal in PDF and 2 hard copies.
- Opinion of probable cost.

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information and decisions from the Owner. Actual schedule may vary:

Task	Schedule	Comments
Task 2 – Existing Condition Assessments and Alternative Evaluation	30 days	Upon contract execution a condition assessment will be completed and alternative concepts will be developed to be reviewed by the Owner. It is anticipated these will be reviewed at the kickoff meeting. Onsite condition assessment is planned for Wednesday, May 13.
Task 2 – Preliminary Engineering Report (PER) Submittal	45 days	PER will be submitted to Owner within 45 days following the selection of concept alternative.
Task 3 – 50% Design Complete	45 days	50% Design Plans will be completed 45 days after receiving consolidated review comments from the Owner on the PER.
Task 3 – 90% Design Complete	60 days	90% Design Plans will be completed 60 days after receiving consolidated review comments from the Owner for the 50% design documents.
Task 3 – Final Design Submission to Agency	20 days	Final Design Plans and Specifications will be completed and submitted to Agency 20 days after receiving consolidated Owner review comments for the 90% design documents.

PART 2 – ADDITIONAL SERVICES

Any additional services will be authorized in writing by Owner through an Amendment to this Agreement signed by both Parties.

This is **EXHIBIT C**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21, 2026].

Engineer's Compensation

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
- i. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
 - ii. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
 - iii. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 - iv. Total compensation for Basic Services shall not exceed \$353,125 without prior written authorization from Owner. The following represents Engineer's estimated compensation by task for budgeting and progress tracking purposes only:

Basic Services Task	Type	Estimated Amount
Task 1 – Project Management	T&M	\$21,945
Task 2 – Preliminary Engineering Report	T&M	\$118,340
Task 3 – Final Design	T&M	\$212,840
	Total	\$353,125
Additional Services Task – Not Used		

- v. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

Modified from Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment.

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the total not-to-exceed compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

- vi. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
- vii. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges. Any changes in rates must be approved through an amendment to this agreement to this agreement, signed by both Parties.
- viii. NOT USED

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - i. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - ii. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to

consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21, 2026].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

- Mileage: Billed at Federal Rate
- Per Diem: \$68.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: \$800/month (1 month minimum charge)
- Flow Meter Equipment: \$1,800/month/meter (1 month minimum charge)
- 3D Survey Scanner Equipment: \$625/day
- Remote Bathymetric Survey Equipment: \$750/day
- Phodar Drone: \$750/day
- Drone (Non-Phodar): \$200/day
- UTV: \$250/day
- Specialty Software - Project specific

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21, 2026].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

- i. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- ii. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Standard Hourly Rates for services performed on or after the date of the Agreement are:

Project Engineer - I \$115 - \$140
 Project Engineer - II \$140 - \$190
 Project Engineer - III \$195 - \$280
 Project Manager - I / II \$140 - \$190
 Project Manager - III \$195 - \$280
 Structural - I \$115 - \$140
 Structural - II \$140 - \$190
 Structural - III \$195 - \$280
 Chief Engineer \$265 - \$335
 CAD - I \$85 - \$120
 CAD - II \$120 - \$135
 CAD - III \$140 - \$190
 CAD Manager
 Electrical/Controls - I \$115 - \$140
 Electrical/Controls - II \$140 - \$190
 Electrical/Controls - III \$195 - \$280
 Principal \$230 - \$345
 Survey - I \$90 - \$130
 Survey - II \$135 - \$160
 Survey - III \$165 - \$200
 Field Representative \$120 - \$210
 Engineering Student \$80 - \$90
 Administration - I \$85 - \$95
 Administration - II \$95 - \$135

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [May 21, 2026].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

- A. **Insurance Requirements.** Engineer will maintain, at its own expense, insurance at all times during the performance of the Services with insurers. All policies will be maintained while Engineer is working on the Project. Engineer will maintain at its own expense, the following insurance:
- i. Workers' Compensation Insurance (to the extent required by applicable state law) in the statutory amount, including all states coverage, voluntary compensation endorsement and USL&H and Employer's Liability Insurance (collectively, Workers' Compensation Related Policies) with a minimum limit of \$500,000 per accident, \$500,000 for each employee for bodily injury by disease. Except when not available by state law, Engineer's Workers' Compensation Related Policies will waive subrogation against Owner.
 - ii. Commercial Automobile Liability Insurance ("Auto") including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident. This policy will include Owner as additional insured on a primary basis. This policy will waive Engineer's rights of subrogation against Owner. The policy will contain a Severability of Interest clause.
 - iii. Commercial General Liability Insurance ("CGL") on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. The policy will be applicable to all premises and operations and will include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), XCU, independent contractors, blanket contractual liability, products and completed operations by Engineer or any of its employees, agents or subconsultants. This policy will include Owner as additional insured on a primary and non-contributory basis. The policy will contain a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.
 - iv. Umbrella/Excess Liability Insurance ("Excess") – In the event Engineer performs any field or site work, an umbrella/excess liability policy with limits of not less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate will apply. The General Aggregate will apply on a "per project" basis. This policy will be in excess of and follow the form of the CGL, Auto and Workers' Compensation Related Policies. This policy will include Owner as additional insured, and this coverage will apply on a primary and non-contributory basis and include a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.

Modified from Exhibit G – Insurance.

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- v. Professional Liability Insurance ("PLI") covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than \$1,000,000 per claim and in the aggregate. The PLI policy will be on a claims-made basis and continuously maintained in full force and effect for the term of this Agreement (or an Extended Reporting Period purchased). The retroactive date of the policy will be prior to the date the Services commence.
- vi. Property Insurance covering loss or damage to all tools and equipment owned, leased or used by Engineer in the performance of its Services.







A26-3257-2 KELLER ASSOCIATES BOYER LIFT STATION DESIGN SERVICES AGREEMENT

Final Audit Report

2026-05-14

Created:	2026-05-14
By:	Heather Faircloth (hfaircloth@sandpointidaho.gov)
Status:	Signed
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