



**Lewiston City Council
REGULAR MEETING AGENDA
November 24, 2025 - 6:00 PM
Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501**

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for individuals wishing to comment on agenda items or other matters they wish to bring to the Council's attention, excluding those scheduled for a public hearing. As there may not be another opportunity to comment once an agenda item is addressed, individuals are encouraged to speak at this time. Individuals are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, commentary is limited to three (3) minutes.

IV. CONSENT AGENDA

All items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under "Items Moved from the Consent Agenda".

- A. **CITY COUNCIL MINUTES**: Considering approval of the minutes of the following meetings: 11/3/2025 Work Session; & 11/10/2025 Regular - Action Item
- B. **VOUCHER'S PAYABLE**: Considering approval of the Voucher's Payable dated 10/31/2025–11/13/2025 in the amount of \$2,289,567.07 - Action Item
- C. **MACANNA ADDITION PRELIMINARY PLAT**: Considering approving the MacAnna Addition preliminary plat and associated Reasoned Statement of Relevant Criteria and Standards, which proposes to subdivide approximately 1.6 acres of property, located on the north side of Vista Avenue between 7th Street and 8th Street, into 4 Lots - Action Item

V. ACTIVE AGENDA

- A. **ADVISORY BOARD AND COMMISSION APPOINTMENTS**: - Action Item
 - 1. **AUDIT COMMITTEE**: Considering appointing Kyle Harris to a three (3) year term - Action Item
 - 2. **CODE BOARD OF APPEALS**: Considering appointing Kyle Harris to a three (3) year term - Action Item

- B. **RESOLUTION 2025-31:** Considering authorizing the destruction of certain Lewiston Police Department records - Action Item (Police Chief Kuzik)
- C. **RFQ-26-002 AWARD: PROFESSIONAL SERVICES CONSULTANT ROSTER:**
Considering approving a new professional services consultant roster for engineering firms for Fiscal Years 2026 and 2027, in accordance with Idaho Code § 67-2320, by awarding thirty (30) Professional Services Master Agreements under RFQ-26-002, and authorizing the Mayor to sign the agreements - Action Item (Finance Director Gordon)
- D. **RESOLUTION 2025-52:** Considering approving a State/Local Agreement between the Idaho Transportation Department and the City of Lewiston for Federal Aid Highway Project No. A013(443) Snake River Avenue, Southway Bridge to 11th Avenue, Key No. 13443 and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)
- E. **PROFESSIONAL SERVICES AGREEMENT FOR (TR071) 8TH ST SAFETY IMPROVEMENTS PROJECT:** Considering approving the Professional Services Agreement for the 8th Street Safety Improvements project between the City of Lewiston, Idaho Transportation Department, and Consor North America, Inc. in an amount not to exceed \$214,961.00 and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)
- F. **EAST ORCHARDS SEWER EXPANSION (WW069) PROJECT PHASE IV:** Considering approving the Professional Services Agreement with Merrick & Company for East Orchards Sewer Expansion Project Phase IV and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)
- G. **CANVASS OF THE NOVEMBER 4, 2025 CITY ELECTION:** Accepting and entering into the City Council minutes the tabulation of votes prepared by the Nez Perce County Clerk and the canvass of the November 4, 2025 election results by the Board of Nez Perce County Commissioners, as required by Idaho Code § 50-412 - Action Item (Mayor Johnson)

VI. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VII. UNFINISHED AND NEW BUSINESS

- A. **CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.
- B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. **MAYOR COMMENTS**
- D. **AGENDA TOPICS:** - Action Item

VIII. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

November 3, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Work Session in the Second Floor Conference Room of the Bell Building at 215 D Street. Mayor Johnson called the meeting to order at 3:00 PM.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson; Council President Jim Kleeburg (3:04 p.m.); Councilor Kasee Forsmann; Councilor Jessica Klein (Zoom); Councilor Kathy Schroeder; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

No citizen comments were offered from those in attendance.

IV. PRESENTATIONS

- A. POLICE DEPARTMENT PROMOTIONAL PINNING:** Recognition of Police Department personnel for recent promotions and badge pinning ceremony - Action Item (Police Chief Kuzik)

Police Chief Jason Kuzik spoke regarding Corporal Robert Kent's accomplishments, after which City Clerk Tanya Brocke administered the oath of office. Corporal Kent's family then pinned his badge.

V. DISCUSSION ITEMS

Please note that identifying an item as an "Action Item" does not require the City Council to vote on that item.

- A. AIRPORT PARK LEASE DISCUSSION:** Update and discussion on the proposed lease with the Airport Authority Board and courses of action - Action Item (Parks and Recreation Director Glenn)

Parks and Recreation Director Justin Glenn reviewed the Airport Authority's proposal to increase the annual Airport Park lease rate from \$12,213.53 to \$84,800 in order to align the lease with fair market value under federal grant requirements. Director Glenn noted concerns that the appraisal may be overstated, as it does not fully consider federal use restrictions, potential future airport development needs, or provisions in the Airport Authority's governing documents, which may result in a valuation that prioritizes maximum financial

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return rather than a realistic, constraint-based assessment for the LC Valley.

Director Glenn presented four potential courses of action for Council consideration and recommended the third option. This option would divide the park into operational areas, pursue a shorter-term lease, seek community partners for joint use, and reduce the City's direct operational costs. Following discussion, Councilors expressed support for the recommended option and agreed to move forward with that approach.

B. CITY-OWNED POOLS AND FACILITIES: Update on the conditions, operations, and future plans for City-owned pools and facilities - Action Item (Parks and Recreation Director Glenn)

Parks and Recreation Director Justin Glenn reported on the condition assessments of the Orchards Pool and Bert Lipps Pool. He noted that an initial review identified a separation gap forming in the Orchards Pool vessel, while the Bert Lipps Pool showed strong potential for restoration. An industry professional inspection and additional staff testing were conducted at the end of the 2025 pool season, and Director Glenn summarized the results of those evaluations. Estimated repair and renovation costs were \$372,350 for Bert Lipps Pool and \$26,550 for Orchards Pool.

Director Glenn presented three possible courses of action and recommended Option 3, which would fund repairs at both community pool locations—restoring Bert Lipps Pool to operation and temporarily patching Orchards Pool—to maintain service continuity while a long-term solution is developed, at an estimated total cost of \$398,000. Following discussion, the Council reached consensus to move forward with the recommended option.

VI. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS: Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

Councilor Forsmann congratulated Corporal Kent on his promotion and encouraged people to vote at the November 4, 2025 election.

Council President Kleeburg said he was encouraged by the number of people that stopped by the City's information booth at Rosauer's today about the bond.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

None.

C. MAYOR COMMENTS

Mayor Johnson asked if Airport Director Mike Isaacs would like to provide any comments. Mr. Isaacs responded to several questions asked by the Council.

D. AGENDA TOPICS: - Action Item

None.

VII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to adjourn the November 3, 2025 Work Session. The motion carried 6-0 and the meeting adjourned at 4:01 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

November 10, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Regular Meeting in the Second Floor Activity Room of the Lewiston Library at 411 D Street. Mayor Johnson called the meeting to order at 6:00 PM.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson; Council President Jim Kleeburg; Councilor Kasee Forsmann; Councilor Jessica Klein; Councilor Kathy Schroeder; Councilor Matt Wright.

COUNCILORS EXCUSED: Councilor John Spickelmire.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Mayor Johnson recognized councilor-elect Bryan Moree, who would be sworn in at the January meeting.

Robin Weldy, a Lewiston resident, expressed concern that a mid-block fire hydrant was not installed during the Lewiston Orchards Irrigation District excavation on Cedar Avenue, and urged the City to install hydrants when water lines are exposed rather than waiting for future development permits.

IV. CONSENT AGENDA

Mayor Johnson explained that all items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a Councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under "Items Moved from the Consent Agenda".

Councilor Schroeder moved and Council President Kleeburg seconded, respectively, approval of the Consent Agenda. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein. VOTING NAY: None. EXCUSED: Spickelmire.**

- A. CITY COUNCIL MINUTES:** Considering approving the minutes of the 10/27/2025 Executive Session, and 10/27/2025 Regular meeting - Action Item
- B. VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 10/17/2025 - 10/30/2025 in the amount of \$3,305,864.53 - Action Item

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V. ACTIVE AGENDA

A. ADVISORY BOARD AND COMMISSION APPOINTMENTS: - Action Item

1. HISTORIC PRESERVATION COMMISSION: Considering appointing Dennis Ohrtman to a three (3) year term, beginning November 28, 2025 - Action Item

Mayor Johnson moved to approve the appointment of Dennis Ohrtman to a three-year term on the Disability Advisory Commission beginning November 28, 2005. Councilor Forsmann seconded, and the motion passed 5-0.

Upon further review, it was noted that the appointment should have been to the Historic Preservation Commission beginning November 28, 2025. With no objections from Council to revisiting the motion, Mayor Johnson moved to approve the appointment of Dennis Ohrtman to a three-year term on the Historic Preservation Commission beginning November 28, 2025. Councilor Forsmann seconded, and the motion passed 5-0.

2. PLANNING AND ZONING COMMISSION: Considering reappointing Gabe Iacoboni to a four (4) year term, beginning December 20, 2025 (end of current term) - Action Item

Mayor Johnson moved to approve the reappointment of Gabe Iacoboni to a four-year term on the Planning and Zoning Commission beginning on December 20, 2025. Council President Kleeburg seconded, and the motion passed 5-0.

- B. SHOOTING RANGE USE AGREEMENT - CLARKSTON: Considering approving a shooting range use agreement between the City of Lewiston and the City of Clarkston, Washington, and authorizing the Mayor to sign the agreement - Action Item (Police Chief Kuzik)

Councilors Forsmann and Schroeder moved and seconded, respectively, to approve the shooting range use agreement between the City of Lewiston and City of Clarkston, Washington, and authorize the Mayor to sign the agreement. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein. VOTING NAY: None. EXCUSED: Spickelmire.**

- C. RESOLUTION 2025-50: Considering approving a T.A.P. State/Local Agreement between the Idaho Transportation Department and the City of Lewiston for Federal Aid Highway Project No. A024(680) 8th Street, 5th Avenue to 11th Avenue Bike-Pedestrian, Key No. 24680, and authorizing the Mayor to sign the

agreement - Action Item (Public Works Director Johnson)

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve Resolution 2025-50. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein. VOTING NAY: None. EXCUSED: Spickelmire.**

- D. RESOLUTION 2025-51:** Considering approving a State/Local agreement between the Idaho Transportation Department and the City of Lewiston for Federal Aid Highway Project No. A025(054) Bryden Canyon Road Safety Improvements, Key No. 25054, and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve Resolution 2025-51. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein. VOTING NAY: None. EXCUSED: Spickelmire.**

VI. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VII. UNFINISHED AND NEW BUSINESS

- A. CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

Councilor Forsmann expressed condolences to a Historic Preservation Commission member who recently lost a loved one and thanked local veterans for their service.

Councilor Wright thanked community members who participated in the election, congratulated the successful candidates, and encouraged those who were not elected to consider running again.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilors shared updates regarding their assigned Boards and Commissions.

C. MAYOR COMMENTS

Mayor Johnson reported participating in a Food Bank event with Clearwater Economic Development Association (CEDA) last week and recognized LC Smiles for providing free dental services for Veterans on their Veterans Day of Giving event.

D. AGENDA TOPICS: - Action Item

Councilor Forsmann asked about revisiting the topic of electric scooters and bikes at a future work session.

VIII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to adjourn the November 10, 2025 Regular meeting. The motion carried 5-0 and the meeting adjourned at 6:26 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
AG-PRO	121060	11/13/2025	TRNSPN	BPO - ST/TR - CHEMICAL EQUIPMENT	\$198.00
AIRBRIDGE BROADBAND LLC	121015	11/6/2025	INFOSYSTMS	BPO - INTERNET SERVICE	\$150.00
AMAZON CAPITAL SERVICES	121016	11/6/2025	CEMETERY	CEM - AMAZON - MOWER PARTS	\$1,264.92
				CEM - AMAZON - PURCHASE OF 2 MOWER ENGINES	\$478.00
	121061	11/13/2025	CEMETERY	CEM - AMAZON - MOWER WHEELS AND GEAR KIT	\$63.53
				FIRE - AMAZON - KEYBOARD	\$114.99
			FIRE	FIRE - AMAZON - OFFICE SUPPLIES-KEYBOARD	\$248.72
				FIRE - AMAZON - PAPERTOWELS	\$90.99
				FIRE - AMAZON - SUPPLIES	\$29.98
			FLTMAINT	BPO- FLEET- REPAIR PARTS & OFFICE SUPPLIES	\$308.04
			FLTMAINT	BPO- FLEET- REPAIR PARTS & OFFICE SUPPLIES	\$366.24
			INFOSYSTMS	GPU FOR STUDIO	\$545.98
				NETWORK DEVICE MOUNT SCREWS AND ERGO CUSHION	\$261.19
				RECHARGEABLE AA BATTERIES AND CHARGER	\$75.04
			LIBRARY	BPO - LIB - VIDEO GAMES	\$106.69
				LIB - MACBOOK AIR ACCESSORIES	\$88.78
			PARKSFAC	FAC - AMAZON - RESIN FOR WINDOW WASHING	\$129.95
				PKS - AMAZON - INK FOR PRINTER AT CEM	\$47.02
				PKS - AMAZON - MUFFLER	\$37.44
				REC - AMAZON - RECREATION ADMIN OFFICE FURNITURE	\$5,580.76
			POLICE	PD-2026 STICKER FOR RECORDS FILES	\$19.83
				PD-PHONE CASE AND CHARGING BRICK FOR IPHONE 16E-SR	\$32.44
			RECREATION	REC - AMAZON - REUSIBLE HALLOWEEN DECORATIONS	\$244.71
			TRANSITOP	BPO- TRANSIT OPERATING AND SAFETY SUPPLIES	\$41.15
			WATER	PW-WTP-MIRRORS FOR ENTRY SAFETY	\$76.24
			WSTWTR	PW-WWC-KEYBOARD/MOUSE (2)	\$66.48
				PW-WWTP-KUBOTA SEAT REPLACEMENT	\$199.00
APPLIED INDUSTRIAL	121062	11/13/2025	WSTWTR	BPO-PW-WWTP- MAINT SUPPLIES FOR TREATMENT	\$65.58
ARROW CONSTRUCTION SUPPLY LLC	400848	11/13/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$432.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ARTBEAT INC	400839	11/6/2025	RECREATION	REC - ARTBEAT - 2025 COED SB CHAMPION SHIRTS	\$707.15
				REC - ARTBEAT - SOCCER JERSEYS	\$1,408.38
ASOTIN COUNTY LANDFILL	400849	11/13/2025	SANITATION	BPO - SAN - FY26 MONTHLY SOLID WASTE DISPOSAL	\$122,838.10
			WSTWTR	BPO-PW-WWTP-FY26 MONTHLY DISPOSAL	\$362.03
ATLAS COPCO COMPRESSORS LLC	400850	11/13/2025	WATER	WR043 SLA REBUILD SOUTH PORT #3 PUMP; REISSUED	\$13,761.97
AUSTIN BROWN	121067	11/13/2025	FIRE	BPO FIRE - DR. AUSTIN BROWN - MEDICAL CONTROL	\$3,151.88
AVISTA	121063	11/13/2025	CEMETERY	BILL DATE 10/30/25 UTILITY CHARGES	\$663.85
			COMDEV	BILL DATE 10/30/25 UTILITY CHARGES	\$846.91
			LIBRARY	BILL DATE 10/30/25 UTILITY CHARGES	\$2,013.60
			PARKSFAC	BILL DATE 10/30/25 UTILITY CHARGES	\$11,233.52
			POLICE	BILL DATE 10/30/25 UTILITY CHARGES	\$20.64
			RECREATION	BILL DATE 10/30/25 UTILITY CHARGES	\$1,352.81
			SANITATION	BILL DATE 10/30/25 UTILITY CHARGES	\$318.81
			TRANSITOP	BILL DATE 10/30/25 UTILITY CHARGES	\$81.54
			TRNSPN	BILL DATE 10/30/25 UTILITY CHARGES	\$46,235.20
			WATER	BILL DATE 10/30/25 UTILITY CHARGES	\$44,660.62
			WSTWTR	BILL DATE 10/30/25 UTILITY CHARGES	\$25,735.48
B&H FOTO & ELECTRONICS CORP	121064	11/13/2025	INFOSYSTMS	NAS ENCLOSURES AND STORAGE DRIVES	\$2,387.90
BAVCO	121065	11/13/2025	WSTWTR	PW-WWTP-BACKFLOW KIT FOR CONTROL #2 BLDG	\$132.90
BENEVATE INC DBA NEIGHBORLY SOFTWARE	121116	11/13/2025	ECONDEV	CD-CDBG-NEW MODULE IMPLEMENTATION IN NEIGHBORLY S	\$3,100.00
BLUE RIBBON LINEN SUPPLY INC	121017	11/6/2025	POLICE	BPO PD RUG CLEANING FEES FOR FRONT LOBBY	\$25.00
			WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	\$528.97
	121066	11/13/2025	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$1,150.44
			PARKSFAC	PKS - BLUE RIBBON - HAND SOAP AT ALL CITY PARKS	\$319.88
BRANOM OPERATING COMPANY LLC	400851	11/13/2025	WSTWTR	WW051 SLA FLOW METER; QUOTE ATTACHED	\$24.07
BRETTON S WATSON DBA ABLE LOCKSMITH	400847	11/13/2025	WATER	BPO-PW-WTP LOCK & KEY SRVS	\$199.95



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
BSN SPORTS LLC	121068	11/13/2025	RECREATION	REC - BSN SPORTS - FLOOR TAPE	\$51.85
BUCHANAN AUTOMATION INC	121069	11/13/2025	WSTWTR	PW-WWTP-REPAIR PARTS FOR ENVIROMIX MIXING SYS	\$88.43
CAMP CABIN & HOME INC	121070	11/13/2025	WATER	PW-WTP-BPO PROPANE & MISC SUPPLIES	\$24.08
			WSTWTR	PW-WWTP- BPO PROPANE	\$26.49
CDW GOVERNMENT LLC	121071	11/13/2025	POLICE	PD-2 BARCODE SWET SCANNERS	\$462.42
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	400852	11/13/2025	WSTWTR	PW-WWTP-BPO ELEC ITEMS, LIGHT FIXTURES/BULBS/TOOL	\$124.62
CENTRAL ORCHARDS SEWER DISTRICT	121077	11/13/2025	PARKSFAC	SEPTEMBER 2025 BILL DATE UTILITY CHARGES	\$305.50
CES	400853	11/13/2025	WATER	WR099 SCADA UPGRADE - WTPINDUSTRIAL COMPUTERS (2)	\$11,726.90
CH2O INC	121072	11/13/2025	WSTWTR	PW-WWTP-QUARTERLY SRV ON BOILERS	\$226.60
CINTAS CORPORATION #606	121073	11/13/2025	FLTMANT	BPO- FLEET- UNIFORM RENT & LAUNDRY	\$97.72
			PARKSFAC	BPO - PKS - CINTAS - UNIFORMS AND CLEANING SUPP.	\$145.67
CITY OF LEWISTON	3458	11/13/2025	CEMETERY	OCTOBER 2025 W/S/G	\$39.00
			COMDEV	OCTOBER 2025 W/S/G	\$219.28
			LIBRARY	OCTOBER 2025 W/S/G	\$478.43
			PARKSFAC	OCTOBER 2025 W/S/G	\$14,079.60
			POLICE	OCTOBER 2025 W/S/G	\$94.28
			SANITATION	OCTOBER 2025 W/S/G	\$2,304.94
			STMWTR	OCTOBER 2025 W/S/G	\$26.64
			TRANSITOP	OCTOBER 2025 W/S/G	\$84.88
			TRNSPN	OCTOBER 2025 W/S/G	\$29,226.86
			WATER	OCTOBER 2025 W/S/G	\$1,423.37
			WSTWTR	OCTOBER 2025 W/S/G	\$2,614.79
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	121044	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$8,407.98
CLEARWATER CLEANING SERVICES CORP	400840	11/6/2025	PARKSFAC	FAC - CLEARWATER CLEANING SERVICE - AUG. BILLING	\$4,245.00
	400854	11/13/2025	PARKSFAC	BPO-FAC - CLEARWATER CLEANING SERVICE - OCT BILL	\$4,245.00
CLEARWATER FINANCIAL LLC	400855	11/13/2025	LEGISLATIV	ANNUAL RETAINAGE FEE FOR FY26	\$12,000.00
CLEARWATER HYDRAULICS LLC	400856	11/13/2025	FLTMANT	OSL/ HYDR CTRL UPDATE FOR #327	\$12,363.21
				REPL HYD HOSES FOR #021 AERIAL	\$1,493.40
CLEMENTS BROWN & MCNICHOLS	400857	11/13/2025	LEGAL	OUTSIDE LEGAL COUNCIL; CB&M-PROFITT V. COL; FY26	\$601.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	121018	11/6/2025	FLTMAINT	BPO- FLEET- LUBE PRODUCTS & CAR WASHES	\$144.00
			SANITATION	BPO - TS - FUEL	\$120.26
	121074	11/13/2025	COMDEV	CP-0325890 10/31/25	\$74.37
			FIRE	CP-0325890 10/31/25	\$1,093.11
				CP-0328838 11/02/25	\$413.91
			FLTMAINT	CP-0328838 11/02/25	\$32.38
			LEGISLATIV	CP-0325890 10/31/25	\$18.35
			PARKSFAC	CP-0325890 10/31/25	\$900.95
			POLICE	CP-0325890 10/31/25	\$1,417.41
				CP-0328838 11/02/25	\$496.32
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	\$1,134.72
				BPO - TS - FUEL	\$108.12
			STMWTR	CP-0325890 10/31/25	\$151.96
			TRANSITOP	CP-0325890 10/31/25	\$1,304.85
				CP-0328838 11/02/25	\$83.47
			TRNSPN	CP-0325890 10/31/25	\$1,817.93
			WATER	CP-0325890 10/31/25	\$445.30
			WSTWTR	CP-0325890 10/31/25	\$312.58
COLLIER ELECTRIC LLC	121075	11/13/2025	WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	\$264.52
				PW-WWC CITY LIFT STATION ELECTRICAL CALL-OUTS	\$121.16
COMMERCIAL TIRE INC	400841	11/6/2025	FLTMAINT	BPO- FLEET- TIRE REPAIRS & DISPOSAL	\$460.00
				OSL/ 4 DRIVE TIRES FOR #008 ENGINE	\$2,936.60
COMPUNET INC	121076	11/13/2025	POLICE	BPO PD LABOR FEES FOR COMPUTER SYSTEM MAINTENANCE	\$125.00
CONSOR NORTH AMERICA INC	400858	11/13/2025	TRNSPN	BR003 S'WAY BR PIER 3 REHAB PH1; REISSUE 22502624	\$13,152.25
DAMIAN GLENN	121013	10/31/2025	PARKSFAC	MEALS D. GLENN NAYS YOUTH SPORTS CONGRESS SAN DIEG	\$430.00
DELL MARKETING LP	121078	11/13/2025	INFOSYSTMS	BROADCAST PC FOR BELL BUILDING AND DOCKS	\$2,939.24
				LAPTOPS FOR LFD	\$2,189.68
DEMCO INC	121079	11/13/2025	LIBRARY	BPO - LIB - CATALOGING SUPPLIES	\$1,070.10
DIGLINE INC	121080	11/13/2025	WATER	PW-W/WW BPO LOCATE SERVICES	\$182.32
			WSTWTR	PW-W/WW BPO LOCATE SERVICES	\$182.33
DONALD T VANHORN DBA VANHORN DRYWALL LLC	121043	11/6/2025	PARKSFAC	FAC - VANHORN DRYWALL - CC WALL	\$2,000.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
DRUG TESTING ANALYTICS LLC DBA MINERT & ASSOCIATES	400869	11/13/2025	HR	BPO - DRUG TESTING SERVICES FOR NEW HIRES AND RAND	\$1,569.00
EAN SERVICES LLC	121083	11/13/2025	LEGISLATIV	CAR: 2025 AIC&LIC BOARD MEETINGS: MAYOR JOHNSON	\$122.25
EBSCO INFORMATION SERVICES	121081	11/13/2025	LIBRARY	LIB - ANNUAL RENEWAL	\$4,376.38
EFTPS	3455	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$187,457.47
EMPOWER TRUST COMPANY LLC	3457	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$50,964.33
EMSCONNECT LLC	121082	11/13/2025	FIRE	BPO FIRE - EMS CONNECT - ANNUAL RENEWAL	\$429.00
ERB'S ACE HARDWARE LLC	121019	11/6/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	\$4.24
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$49.82
			WATER	BPO-PW-WTP OPERATING SUPPLIES: TOOLS & HARDWARE	\$3.47
	121084	11/13/2025	WSTWTR	BPO-PW-WWCOLL SUPPLIES AND EQUIPMENT: PAINT, TA	\$7.30
FASTENAL COMPANY	121085	11/13/2025	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	\$62.08
FATBEAM LLC	400859	11/13/2025	LIBRARY	BPO - LIB - PUBLIC INTERNET FEES	\$885.00
FEDEX	121086	11/13/2025	WSTWTR	PW-WWTP-BPO SHIPPING CHARGES	\$16.97
FERGUSON ENTERPRISES #3011	121020	11/6/2025	WATER	WR201 1700 BLK 8TH AVE HYDRANT - PARTS	\$1,399.15
			WSTWTR	PW-WWTP-BPO PIPING PARTS AND RELATED ITEMS	\$123.38
	121087	11/13/2025	WSTWTR	PW-WWTP-BPO PIPING PARTS AND RELATED ITEMS	\$38.33
FISHER SYSTEMS INC	400860	11/13/2025	WSTWTR	BPO WW ALARM MONITORING - WWCOLL, WWTP SECURITY	\$352.11
FOP LEWIS CLARK LODGE #10	121045	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$1,929.96
FREEDOM FIRE LLC	121088	11/13/2025	SANITATION	PW-WTR-WW-TS-EXTINGUISHER TESTING	\$224.00
			WATER	PW-WTR-WW-TS-EXTINGUISHER TESTING	\$1,782.00
			WSTWTR	PW-WTR-WW-TS-EXTINGUISHER TESTING	\$1,447.00
GATEWAY MATERIALS	121021	11/6/2025	WSTWTR	PW-WWTP-DUMP TRAILER 2026 BIG TEX 6*12	\$8,570.00
	121089	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$34.60
			WSTWTR	PW-WWTP-BPO FABRICATED METAL PARTS AND STOCK	\$85.00
GOVWELL TECHNOLOGIES INC	400842	11/6/2025	COMDEV	GOVWELL ANNUAL FEE	\$25,100.00
			FINANCE	GOVWELL ANNUAL FEE	\$1,650.00
			FIRE	GOVWELL ANNUAL FEE	\$1,650.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
GOVWELL TECHNOLOGIES INC	400842	11/6/2025	TRNSPN	GOVWELL ANNUAL FEE	\$3,300.00
			WATER	GOVWELL ANNUAL FEE	\$1,650.00
			WSTWTR	GOVWELL ANNUAL FEE	\$1,650.00
GRAINGER	400861	11/13/2025	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	\$1,311.80
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	\$1,063.00
GREG RIGHTMIER	121053	11/13/2025	FIRE	MEALS G. RIGHTMIER LEAD THE SCENE SHAPE THE STORY	\$87.00
GUY'S OUTDOOR MOTORSPORTS & MARINE	121090	11/13/2025	WSTWTR	PW-WWTP-SNOWBLADE ATTACHMENT FOR RANGER	\$5,373.42
H & H BUSINESS SYSTEMS	121091	11/13/2025	COMDEV	BPO-CD-COPIER MAINTENANCE COLOR AND B&W FOR IMAGE	\$194.82
			EXECUTIVE	EXEC BPO: FY 26 RICOH MAINT/COPY COST PER COPY	\$375.39
			FIRE	BPO FIRE - H&H - COPIER CONTRACT	\$109.03
			LEGAL	BPO-LEGAL-H & H MONTHLY COPY FEES; FY26	\$11.51
			POLICE	BPO PD -ADMIN COPY INVOICES	\$186.03
			RECREATION	BPO - REC - H & H - COPIER MAINTENANCE CONTRACT	\$164.41
			WSTWTR	PW-WWTP-BPO COPIER MAINTENANCE	\$2.77
HACH COMPANY	121092	11/13/2025	WATER	BPO-PW-WTP- FOR PLANT EQUIPMENT/INSTRUMENTS/LAB	\$509.20
HAHN SUPPLY	121093	11/13/2025	PARKSFAC	BPO - FAC - HAHN - HVAC FILTERS	\$547.03
				BPO - FAC - HAHN - MAINTENANCE TOOLS	\$34.58
HENRY SCHEIN	121094	11/13/2025	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$2,338.12
HERCO INC DBA HERCO ASPHALT & PAVING	121022	11/6/2025	TRNSPN	BPO - ST - HOT MIX ASPHALT	\$310.23
HOME DEPOT CREDIT SERVICES	121095	11/13/2025	FIRE	BPO FIRE - HOME DEPOT - ST. SUPPLIES	\$44.98
			FLTMINT	BPO- FLEET- SHOP SUPPLIES	\$438.70
			INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	\$239.07
			PARKSFAC	BPO - FAC - HOME DEPOT - MAINTENANCE SUPPLIES	\$20.46
			TRANSITOP	BPO- TRANSIT TOOLS/HARDWARE, CLEANING SUPPLIES	\$116.75
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$3.30
			WATER	PW-WTP-BPO FASTENERS/TOOLS/WOOD/PAINT/R ELATED	\$71.99
			WSTWTR	BPO-PW-WWCOLL- SUPPLIES, POWER AND HAND TOOLS	\$72.80



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
HOME DEPOT CREDIT SERVICES	121095	11/13/2025	WSTWTR	PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	\$161.22
HORIZON DISTRIBUTORS INC	121096	11/13/2025	CEMETERY	CEM - HORIZON - LAWNMOWER REPAIRS	\$205.29
HUGHES FIRE EQUIPMENT INC	400862	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$258.87
I A F F - LOCAL #1773	121046	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$3,283.00
IDAHO CHILD SUPPORT RECEIPTING	121049	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$270.00
IDAHO DEPT OF CORRECTION	121024	11/6/2025	CEMETERY	ID DEPT OF CORRECTIONS INMATE LABOR AUG 2025	\$9,297.40
				ID DEPT OF CORRECTIONS INMATE LABOR SEPT 2025	\$8,576.05
	121097	11/13/2025	CEMETERY	BPO - CEM - IDOC - INMATE LABOR	\$9,778.30
IDAHO DEPT OF HEALTH & WELFARE	121023	11/6/2025	FIRE	BPO - FIRE - IDAHO EMS - LICENSE RECERT	\$25.00
IDAHO ICE	121025	11/6/2025	INFOSYSTMS	BPO - ISS - WATER	\$22.56
			LEGAL	BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY26	\$11.28
	121098	11/13/2025	SANITATION	BPO - TS - IDAHO ICE	\$45.09
IDAHO STATE TAX COMMISSION	121048	11/13/2025	LIBRARY	OCTOBER 2025 SALES TAX	\$45.39
			RECREATION	OCTOBER 2025 SALES TAX	\$325.87
			SANITATION	OCTOBER 2025 SALES TAX	\$2,058.08
	121050	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$32,402.00
	121051	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$710.51
IDAHO TRUCK SALES CO	121100	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$403.86
INGRAM LIBRARY SERVICES	400863	11/13/2025	LIBRARY	BPO - LIB - SECOND FLOOR ADULT NONFICTION	\$403.79
				BPO - LIB - ADULT BOOKMOBILE BOOK ORDERS	\$295.24
				BPO - LIB - ADULT FICTION	\$637.92
				BPO - LIB - FIRST FLOOR ADULT NONFICTION	\$1,286.94
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	\$230.32
				BPO - LIB - JUVENILE FICTION	\$47.62
				BPO - LIB - JUVENILE NON FICTION ORDERS	\$11.62
				BPO - LIB - LARGE PRINT BOOK ORDERS	\$382.94
				BPO - LIB - TEEN FICTION	\$333.04
				BPO - LIB - TEEN NONFICTION ORDERS	\$93.62



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Vendor Name	Ck#	Ck Date	Department	Description	Total
INK TECHNOLOGIES PRINTER SUPPLIES LLC DBA INK TECHNOLOGIES.COM	12110 1	11/13/2025	POLICE	PD-INK CARTRIDGES FOR HILL BROTHER TN-229XL	\$90.00
INLAND FASTENER INC	40086 4	11/13/2025	WSTWTR	BPO-PW-WWTP EQUIPMENT SUPPLIES	\$33.21
INLAND FIRST AID AND SAFETY LLC	12110 2	11/13/2025	SANITATION	BPO - TS - FIRST AID SUPPLIES	\$82.40
IRONCLAD COMPANY	12110 4	11/13/2025	FLTMAINT	INV/ GUTTER BROOMS FOR ELGIN SWEEPERS	\$4,265.00
ITD REVENUE OPERATIONS	12102 6	11/6/2025	FLTMAINT	BPO- FLEET- LICENSING & REGISTRATION RENEWALS	\$200.20
	12109 9	11/13/2025	FLTMAINT	BPO- FLEET- LICENSING & REGISTRATION RENEWALS	\$376.10
JERICO ENTERPRISES LLC	12110 5	11/13/2025	PARKSFAC	FAC - JERICO ENTERPRISES - FRYER REPAIR	\$724.15
JOE HALL FORD	40086 5	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$385.68
J-U-B ENGINEERS	40086 6	11/13/2025	WATER	WR071 RESERVOIRS EVALS & RECOATS; OWNERS AGEN	\$200.60
				WR085 WATER SYSTEMS FACILITY PLAN	\$341.60
KAITLYN HINKLEY	12101 4	10/31/2025	RECREATION	MEALS K. HINKLEY SOFTBALL OF IDAHO BOISE	\$122.00
KASEY SCHNEIDER	12103 3	11/6/2025	POLICE	MEALS K. SCHNEIDER LESS LETHAL INSTRUCTOR PROGRAM	\$305.00
KLEEN SWEEP JANITORIAL	40086 7	11/13/2025	WATER	BPO-PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	\$355.00
KONECRANES INC	12110 6	11/13/2025	WSTWTR	PW-WWTP-OVERHEAD CRANE ANNUAL INSPECTION	\$1,908.00
LAKESIDE INDUSTRIES INC	40084 3	11/6/2025	TRNSPN	BPO - ST - EZ STREET ASPHALT	\$6,240.28
LATAH SANITATION INC	12110 3	11/13/2025	CEMETERY	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	\$83.00
			FIRE	FIRE - KINGS THRONES - 805 STEWART	\$139.65
			PARKSFAC	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	\$917.00
			SANITATION	BPO - SAN - FY26 MONTHLY YW COMPOSTING SRVCS	\$46,208.19
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	\$15,176.35
LES SCHWAB TIRE CENTER	12110 8	11/13/2025	FLTMAINT	OSL/ REPL 4 TIRES FOR #417 SKID STEER	\$1,971.96
LEWIS CLARK ANIMAL SHELTER	12110 9	11/13/2025	POLICE	BPO PD ANIMAL SHELTER CONTRACT FEES	\$5,412.83
LEWIS CLARK VALLEY METROPOLITAN PLANNING ORG	12110 7	11/13/2025	TRNSPN	TR021 TRANS MISC - LCVMP ANNUAL MATCH FOR FY26	\$10,673.07



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Vendor Name	Ck#	Ck Date	Department	Description	Total
LEWISTON MOTOR COMPANY LLC DBA LEWISTON CHEVROLET BUICK GMC	121027	11/6/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$32.43
LEWISTON-NEZ PERCE COUNTY AIRPORT AUTHORITY	400868	11/13/2025	GOLFCRS	GC - LEWISTON-NP AIRPORT - FY26 LEASE	\$85,110.13
LIVING WATERS LANDSCAPING	121110	11/13/2025	WSTWTR	PW-WWTP-WINTERIZING IRRIGATION SYSTEM	\$650.00
MCCALL'S CLASSIC CONSTRUCTION	121111	11/13/2025	TRNSPN	ADA01 NOTICE OF ROW ISSUES: SIDEWALK REPAIRS	\$11,040.00
MCMILLEN JACOBS ASSOCIATES	121112	11/13/2025	WATER	WR050 RAW INTAKE SITE C INTAKE RECONSTRUCTION	\$159,062.47
MIDWEST TAPE LLC	121113	11/13/2025	LIBRARY	BPO - LIB - HOOPLA ADVANCE FEE	\$10,000.00
				BPO - LIB - ADULT DVD ORDERS	\$347.86
				BPO - LIB - JUVENILE DVD ORDERS	\$123.70
MISC CUSTOMER REFUND	121028	11/6/2025	ECONDEV	CD-CDBG-FINAL PAY ROOF REPLACE 1/2 BATH REMODEL	\$10,393.00
	121029	11/6/2025	RECREATION	N. VONLINDERN UNABLE TO PAY	\$50.00
	121030	11/6/2025	POLICE	SILENT6 NARCOTIS SURVEILLANCE EQUIPMENT	\$18,610.00
	121031	11/6/2025	ECONDEV	CD-CDBG-FINAL PAYMENT FOR PAVEMENT	\$57,407.69
	121032	11/6/2025	FIRE	REFUNDING OVERPAYMENT OF REVENUE WA STATE GEMT	\$308,385.11
	121052	11/13/2025	FIRE	WORKING FIRE FURNITURE RECLINER FOR FIRE STATION	\$1,147.08
NAPA AUTO PARTS	121115	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	(\$20.83)
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$262.95
			WSTWTR	BPO-PW-WWTP BATTERIES; VEHICLE ITEMS	\$14.28
NATE SMITH	121034	11/6/2025	WSTWTR	REFRESHMENTS HOSTING CLASS ON 10/21-10/22 COLLECT	\$110.75
NATIONWIDE RETIREMENT	3453	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$13,364.92
NATIONWIDE-RESERVE	3456	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$3,310.58
NCPERS GROUP LIFE INS	121056	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$1,504.00
NEZ PERCE COUNTY	121035	11/6/2025	LEGAL	BPO-LEGAL-NPC-COL FY26 PROSECUTION SERVICES	\$12,805.05
NEZ PERCE COUNTY SHERIFF	121057	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$807.32
NORCO INC	400844	11/6/2025	FIRE	BPO FIRE - NORCO - OXYGEN SUPPLIES	\$933.82
	400870	11/13/2025	FIRE	BPO FIRE - NORCO - OXYGEN SUPPLIES	\$100.55
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$149.24



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
NORTH 40 OUTFITTERS	12103 6	11/6/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$44.43
			WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES: TOOLS & HARDW	\$48.57
	12111 7	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$107.82
			PARKSFAC	BPO - PKS - NORTH 40 - MISC SUPPLIES, CITY PARKS	\$135.33
			WATER	PW-WTP-BPO OPERATING SUPPLIES	\$43.13
			WSTWTR	BPO-PW-WWTP-OPERATING SUPPLIES: TOOLS & HARDWAR	\$257.32
				PW-WWCOLL-BPO OPERATING SUPPLIES: TOOLS & HARDW	\$21.98
NORTH AMERICAN CATHOLIC EDUCATION PROGRAMMING FOUN DBA EDUCATION BROADBAND SERVICE AGENCY LLC, DBA MOBILE BEACON	12111 4	11/13/2025	LIBRARY	LIB - HOTSPOT REPLACEMENT	\$66.00
ODP BUSINESS SOLUTIONS LLC	12103 7	11/6/2025	POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	\$99.43
	12111 9	11/13/2025	FINANCE	BPO- ODP OFFICE SUPPLIES	\$174.88
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$109.95
			POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	\$476.96
			RECREATION	BPO - REC - ODP - ADMIN OFFICE SUPPLIES	\$30.97
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	\$66.72
			WSTWTR	BPO-PW-WWTP OFFICE SUPPLIES; PENS, PAPER, ETC	\$335.27
ORCHARDS SHOE SHOP	12112 0	11/13/2025	WATER	PW-WTP-SAFETY SHOES; K BEHRENS	\$225.00
O'REILLY AUTO PARTS	12111 8	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$127.03
OVERDRIVE INC	12112 1	11/13/2025	LIBRARY	BPO - LIB - JUVENILE OVERDRIVE ORDERS	\$774.85
OWEN EQUIPMENT	12112 2	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$50.55
OXARC	12112 3	11/13/2025	INFOSYSTMS	ISS - SAFETY GEAR	\$181.26
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$211.85
			WATER	BPO-PW-WD- SAFETY SUPPLIES; GLOVES, GLASSES, VES	\$20.91
			WSTWTR	BPO-PW-WWC- PERSONNEL SAFETY SUPPLIES; GLOVES,	\$372.70
PAPE MACHINERY INC	12103 8	11/6/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$397.86
PERFECTION TIRE OF LEWISTON	40087 1	11/13/2025	FLTMAINT	4 REPL TIRES FOR #041 SUV	\$595.96
				4 REPL TIRES FOR #066 SUV	\$595.96
				4 REPL TIRES FOR #129 PICKUP	\$819.96



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
PERFECTION TIRE OF	40087	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$99.80
PERSI	3454	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$207,505.69
PIONEER ATHLETICS	12112 4	11/13/2025	PARKSFAC	PKS - PIONEER ATHLETICS - HARD SURFACE PAINT	\$375.00
PORT OF LEWISTON	12112 5	11/13/2025	INFOSYSTMS	BPO - FIBER CONNECTIONS	\$945.00
PRINCRAFT PRINTING	40084 5	11/6/2025	EXECUTIVE	FY25 INVOICE- FALL PROGRAM GUIDE	\$2,956.00
			FIRE	FY25 INVOICE- FALL PROGRAM GUIDE	\$246.00
			LIBRARY	FY25 INVOICE- FALL PROGRAM GUIDE	\$985.00
			POLICE	FY25 INVOICE- FALL PROGRAM GUIDE	\$246.00
			RECREATION	FY25 INVOICE- FALL PROGRAM GUIDE	\$1,971.00
				REC - PRINCRAFT - 2025 JAM BANNER	\$192.00
			STMWTR	FY25 INVOICE- FALL PROGRAM GUIDE	\$296.00
	40087 2	11/13/2025	HR	PRINTING AND CUTTING OF HOLIDAY PARTY TICKETS	\$55.00
			POLICE	BPO PD BUSINESS CARDS	\$45.00
			SANITATION	PW - TS - CARBONLESS DISPOSAL RECEIPT	\$235.00
PROVE IT POLYGRAPH	40087 3	11/13/2025	POLICE	PD-POLYGRAPH TESTING FOR HANLIN	\$200.00
RDK CORPORATION DBA SHADOW TRACKERS	40087 6	11/13/2025	HR	BPO - BACKGROUND CHECK SERVICES FOR NEW EMPLOYEES	\$221.00
RICOH USA INC	12112 6	11/13/2025	LIBRARY	BPO - LIB - COPY FEES	\$280.86
				BPO - LIB - LEASE FEES	\$181.20
			TRANSITOP	BPO- TRANSIT PRINTER RENTALS	\$134.76
			WSTWTR	BPO-PW-WWCOLL-RICOH IM C4500 LEASE PAYMENT	\$158.18
	12112 7	11/13/2025	LIBRARY	BPO - LIB - COPY FEES	\$33.29
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	\$10.62
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$10.62
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	\$249.68
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	\$2.66
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$2.66
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	12112 8	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$85.00
SALT DISTRIBUTORS INC	12112 9	11/13/2025	TRNSPN	BPO - ST - ICE KICKER	\$5,156.25



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	40088 0	11/13/2025	SANITATION	BPO - SAN - FY26 ANNUAL CURBSIDE COLLECTION	\$270,571.23
				BPO - SAN - FY26 CARDBOARD AT CITY FACILITIES	\$105.00
				BPO - SAN - FY26 PROCESSING SINGLE STREAM RECY	\$6,638.50
				BPO - SAN - FY26 TONNAGE HAUL	\$29,007.67
SEA-WESTERN INC	40087 5	11/13/2025	FIRE	FIRE - SEAWESTERN - HOSE	\$8,755.20
SITEONE LANDSCAPE SUPPLY LLC	40087 7	11/13/2025	PARKSFAC	BPO - PKS - SITEONE - IRRIGATION SUPPLIES	\$90.84
				PKS - SITEONE - CHEMICAL	\$1,817.46
				PKS - SITEONE - IRRIGATION FOR PEACE PARK	\$125.36
SOUTHWAY ANIMAL CLINIC PC	12113 0	11/13/2025	POLICE	PD-BORDETELLA, CANINE DAP ONLY, CREDELIO QUATRO 6	\$254.79
SPARKLIGHT	40087 8	11/13/2025	STMWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.96
			TRNSPN	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.96
			WATER	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.97
			WSTWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.96
SPLASH CARWASH & DETAILING	12103 9	11/6/2025	FLTMaint	BPO- FLEET- CAR WASHES	\$39.00
			POLICE	BPO PD CAR WASH FOR PATROL, UNDERCOVER, AND DEPART	\$372.00
STANTEC CONSULTING SERVICES INC	40087 9	11/13/2025	WATER	WR043 DISINFECTION ANALYSIS W/O UV	\$937.50
TELUS COMMUNICATIONS INC	12113 1	11/13/2025	TRNSPN	BPO - ST - SNOW PLOW/SWEEPER MONTHLY GPS SERVICE	\$576.00
THE RIVERSIDE HOTEL	40087 4	11/13/2025	TRNSPN	HOTEL - RANDALL - 2025 NWGIS CONFERENCE	\$559.00
THE UPS STORE	12104 2	11/6/2025	POLICE	BPO PD MAIL SERVICE	\$38.28
	12113 5	11/13/2025	POLICE	BPO PD MAIL SERVICE	\$114.85
THOMSON REUTERS - WEST	12113 2	11/13/2025	LEGAL	BPO-LEGAL-WESTLAW CHARGES FY26	\$1,115.43
TK ELEVATOR CORPORATION	12104 0	11/6/2025	PARKSFAC	FAC - TK ELEVATOR - QUARTERLY ELEVATOR	\$2,479.64
				FAC - TK ELEVATOR CORP - LPD MAINT.	\$3,305.69
T-MOBILE	3431	11/13/2025	FLTMaint	BPO- FLEET- MONTHLY BILL FOR ONE PHONE	\$30.04
	3432	11/13/2025	PARKSFAC	BPO - REC - T-MOBILE - CELL PHONE CHARGES	\$131.46
	3433	11/13/2025	PARKSFAC	BPO - FAC - T-MOBILE - PHONE CHARGES	\$101.76
	3434	11/13/2025	PARKSFAC	BPO - PKS - T-MOBILE - PHONE CHARGES	\$272.39



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
T-MOBILE	3435	11/13/2025	FIRE	BPO FIRE - T-MOBILE - CELL CHARGES	\$324.50
	3436	11/13/2025	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	\$33.92
	3437	11/13/2025	LIBRARY	BPO - LIB - MONTHLY CELLULAR CHARGES FOR LIBRARY	\$237.54
	3438	11/13/2025	EXECUTIVE	BPO: TMOBILE CHARGES FOR CITY CLERK	\$33.92
	3439	11/13/2025	EXECUTIVE	BPO: TMOBILE CHARGES FOR PUBLIC OUTREACH COORD	\$44.56
	3440	11/13/2025	LEGISLATIV	BPO: TMOBILE CHARGES FOR COUNCILORS	\$125.17
	3441	11/13/2025	INFOSYSTMS	UPGRADE IPHONE - JENNY BOURASSA	\$329.99
	3442	11/13/2025	INFOSYSTMS	BPO - ISS - T-MOBILE LINES MONTHLY BILL	\$538.85
	3443	11/13/2025	WATER	BPO-PW-WTR MOBILE/TABLET MONTHLY CHARGES	\$655.95
	3444	11/13/2025	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$378.46
	3445	11/13/2025	WSTWTR	BPO-PW-WW MOBILE/TABLET MONTHLY CHARGES	\$176.83
	3446	11/13/2025	HR	BPO - CELL PHONE & DATA SERVICES	\$16.60
	3447	11/13/2025	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS-IN	\$230.25
	3448	11/13/2025	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	\$36.02
	3449	11/13/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$33.20
	3450	11/13/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$73.25
	3451	11/13/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$105.51
	3452	11/13/2025	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	\$45.39
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	121133	11/13/2025	POLICE	BPO TLO ACCESS FEES FOR INVESTIGATIONS	\$125.00
TRAVIS ULRICH	121058	11/13/2025	RECREATION	T. ULRICH US SOCCER FEDERATION CERT REIMB	\$61.94
TRIBUNE PUBLISHING CO	400881	11/13/2025	EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	\$216.56
			TRNSPN	MJ024 MAIN ST BOND; PE&O ADS	\$1,045.00
TWIN COUNTY UNITED WAY	121041	11/6/2025	SETTLEMENT	CD-OPIOID SETTLEMENT-NPC DRUG TREATMENT COURTS	\$3,550.00
UNITED RENTALS (NORTH AMERICA), INC.	121134	11/13/2025	WATER	BPO-PW-WD- SPECIALTY EQUIPMENT/TOOLS/ REPAIR SRV	\$37.63
				PW-WD- VARIABLE LIFT FORKLIFT; QUOTE ATTACHED	\$39,950.00
URM STORES INC	400882	11/13/2025	RECREATION	BPO SNR NUTR - URM - DAILY FOOD RUNS	\$805.56



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
URM STORES INC	400882	11/13/2025	RECREATION	REC - URM - CANDY FOR LCSC EVENT	\$21.00
			WSTWTR	BPO-PW-WWTP OPERATING/BREAKROOM/CLEANING SUPPLIES	\$148.73
US FOODS - SPOKANE	121136	11/13/2025	RECREATION	BPO - REC - SNR NUTR - FOOD SUPPLY FOR MEAL PROGR	\$2,591.17
USABLUBOOK	121137	11/13/2025	WATER	BPO PW-WTP- LAB SUPPLIES, TOOLS AND PUMP PARTS	\$409.95
VALENCE INC DBA VALENCE MISSION CRITICAL TECHNOLOGIES	121138	11/13/2025	FIRE	FIRE - VALENCE - BATTERIES	\$279.10
VALLEY FENCE	400846	11/6/2025	WSTWTR	PW-WWTP-SMALL GATE FOR EMERGENCY ACCESS	\$935.00
VALLEY WASTE DISPOSAL LLC	121139	11/13/2025	SANITATION	BPO - SAN - FY26 NON-MUNICIPAL SW DISPOSAL	\$9,402.45
VALNET CONSORTIUM	121140	11/13/2025	LIBRARY	BPO - LIB - LIBRARY CARDS	\$540.00
				LIB - QUARTERLY FEES - SECOND QUARTER 2025-2026	\$6,112.50
VWR INTERNATIONAL LLC	121141	11/13/2025	WSTWTR	BPO-PW-WWTP-LAB SUPPLIES; CONSUMMABLES; FILTERS	\$9.52
WALTER E NELSON SUPPLIES	121142	11/13/2025	PARKSFAC	FAC - WALTER E NELSON - CUSTODIAL SUPPLIES	\$472.38
WASHINGTON STATE SUPPORT REGISTRY	121059	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$535.16
WELLS FARGO & COMPANY	3487	11/13/2025	POLICE	PD-TV FOR RECRUITMENT AND COMMUNITY EVENTS	\$205.94
	3488	11/13/2025	WSTWTR	PW-WWTP-HEP SHOTS (2 AND 3 OF SERIES) RJ CHANDLER	\$166.05
	3489	11/13/2025	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$282.61
	3490	11/13/2025	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	(\$75.00)
	3491	11/13/2025	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$792.42
	3492	11/13/2025	HR	SUPPLIES FOR HALLOWEEN HUSTLE EMPLOYEE APPRECIATIO	\$21.65
	3493	11/13/2025	HR	BPO-EMPLOYEE APPRECIATION FOOD, SUPPLIES, GIFTS &	(\$3,739.64)
	3494	11/13/2025	HR	EMPLOYEE APPRECIATION SUPPLIES	\$39.87
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	3510	11/13/2025	COMDEV	CD-ANNUAL SUBSCRITPION TO VENNGAGE	\$191.90
	3511	11/13/2025	COMDEV	CD-K. HOLLINGSHEAD AICP ONE PATH PRACTICE TEST	\$305.00
WELLS ONE-EXECUTIVE DEPT DBA WELLS FARGO BANK	3512	11/13/2025	LEGISLATIV	FUEL FOR 10/8/2025 AIC FALL DISTRICT MEETING	\$37.68
	3513	11/13/2025	LEGISLATIV	FUEL: 2025 AIC &LIC BOARD MEETING MAYOR JOHNSON	\$17.27
	3514	11/13/2025	LEGISLATIV	FUEL: 2025 AIC &LIC BOARD MEETING MAYOR JOHNSON	\$36.69



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	3533	11/13/2025	FINANCE	BPO-FIN-TREASURES TRUST INTUIT QUICKBOOKS	\$38.00
	3534	11/13/2025	FINANCE	FIN- DESK SPACE IMPROVEMENTS	\$43.98
	3535	11/13/2025	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	\$38.00
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	3459	11/13/2025	FIRE	TRAVEL - FIRE - MULTI - HAZARD CONF	\$44.45
	3460	11/13/2025	FIRE	FIRE - BLM - WILDFIRE TRNG	\$448.22
	3461	11/13/2025	FIRE	TRAVEL - FIRE - MULTI - HAZARD CONF	\$35.00
	3462	11/13/2025	FIRE	TRAVEL - FIRE - MULTI - HAZARD CONF	\$763.05
	3463	11/13/2025	FIRE	TRAVEL - FIRE - MULTI - HAZARD CONF	\$763.05
	3465	11/13/2025	FIRE	FIRE- R&B FABRICATIONS - BAGS	\$596.45
	3466	11/13/2025	FIRE	BPO FIRE - QUICKBOOKS - BILLING	\$275.00
	3467	11/13/2025	FIRE	TRAVEL - FIRE - STRONG - WSAFM CONF	\$368.61
	3468	11/13/2025	FIRE	FIRE - WELLS FARGO - CALCULATOR	\$84.79
	3469	11/13/2025	FIRE	TRAVEL - FIRE - RIGHTMIER - LEAD THE SCENE	\$1,389.97
	3470	11/13/2025	FIRE	FIRE - WALMART - TABLE	\$59.55
	3472	11/13/2025	FIRE	FIRE - HARBOR FREIGHT - TIRES	\$19.98
	3473	11/13/2025	FIRE	FIRE - HARBOR FREIGHT - TIRES	\$8.00
	3474	11/13/2025	FIRE	TRAVEL - FIRE - RIGHTMIER - LEAD THE SCENE	\$75.00
	3475	11/13/2025	FIRE	FIRE - THE TABLE GROUP - STAFF TRAINING	\$550.00
	3476	11/13/2025	FIRE	FIRE - HOME DEPOT - SUPPLIES	\$87.92
	3477	11/13/2025	FIRE	FIRE - FOXIT - PDF SOFTWARE	\$139.99
	3478	11/13/2025	FIRE	FIRE - MEDIXSAFE	\$1,575.60
	3479	11/13/2025	FIRE	FIRE - SAFER BLDG COALITION - ERCES BOOK	\$233.75
WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	3538	11/13/2025	HR	BAGGAGE FEE- L BURRIS N PROVINCE NEOGOV	\$35.00
	3539	11/13/2025	HR	BAGGAGE FEE- L BURRIS N PROVINCE NEOGOV	\$35.00
	3540	11/13/2025	HR	MEMBERSHIP - L BURRIS - SOCIETY FOR HR MGMT	\$299.00
	3541	11/13/2025	HR	AIRPORT PARKING - 9/28-10/2 - L BURRIS N PROVINCE	\$26.00
	3542	11/13/2025	HR	TAXI - L BURRIS & N PROVINCE - NEOGOV IGNITE	\$38.51
	3543	11/13/2025	HR	FIRE INSPECTOR JOB ADVERTISEMENT ON DAILY DISPATCH	\$575.00
	3544	11/13/2025	HR	HOTEL - BURRIS & PROVINCE - NEOGOV IGNITE CONFEREN	\$478.50



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-HR/RISK DEPT DBA WELLS FARG	3545	11/13/2025	HR	BPO - FACEBOOK AND SOCIAL MEDIA JOB ADVERTISEMENTS	\$469.91
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	3495	11/13/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$0.01
	3496	11/13/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$58.00
	3497	11/13/2025	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	\$35.00
	3498	11/13/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$1,210.00
	3499	11/13/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$29.00
	3500	11/13/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$1,079.65
	3501	11/13/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$1,621.97
	3502	11/13/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$828.00
	3503	11/13/2025	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	\$61.25
	3504	11/13/2025	INFOSYSTMS	SMARTDEPLOY LICENSES	\$458.50
	3505	11/13/2025	INFOSYSTMS	CHATGPT LICENSES	\$295.99
	3506	11/13/2025	INFOSYSTMS	OUTDOOR ETHERNET CABLE	\$801.00
	3507	11/13/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$1,433.20
	3508	11/13/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$1,180.90
	3509	11/13/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$49.00
WELLS ONE-LEGAL DEPT DBA WELLS FARGO BANK	3515	11/13/2025	LEGAL	TRAVEL-TENGO-IMLA 90TH ANNUAL CONFERENCE	\$1,649.50
	3516	11/13/2025	LEGAL	TRAVEL-TENGO-IMLA 90TH ANNUAL CONFERENCE	\$35.00
	3517	11/13/2025	LEGAL	TRAVEL-TENGO-IMLA 90TH ANNUAL CONFERENCE	\$35.00
	3518	11/13/2025	LEGAL	TRAVEL-TENGO-IMLA 90TH ANNUAL CONFERENCE	\$160.00
WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	3583	11/13/2025	LIBRARY	LIB - MARVEL COMICS IN PRINT	\$64.13
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	3480	11/13/2025	RECREATION	TRAVEL - K. HINKLEY - SOFTBALL OF IDAHO	\$133.51
	3481	11/13/2025	RECREATION	REC - WELLS ONE - PIE SAFE	\$42.35
	3482	11/13/2025	PARKSFAC	TRAVEL - D. GLENN - NAYS YOUTH CONFRENCE	\$465.97
	3483	11/13/2025	PARKSFAC	TRAVEL - D. GLENN - NAYS YOUTH CONFRENCE	\$844.11
	3484	11/13/2025	PARKSFAC	TRAVEL - D. GLENN - NAYS YOUTH CONFRENCE	\$575.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	3519	11/13/2025	POLICE	PD-AIRBNB-EYLAR/CRANE-SHOOTING SCENES PROCESSING A	\$695.33
	3520	11/13/2025	POLICE	BPO PD FOOD FOR K9 ZIVA AND K9 QUINCY;CHEWY.COM	\$90.89
	3523	11/13/2025	POLICE	PD-REG THOMPSON/THOMAS-FORCE ENCOUNTERS INVESTIGAT	\$990.00
	3524	11/13/2025	POLICE	BPO PD FOOD FOR K9 ZIVA AND K9 QUINCY;CHEWY.COM	\$97.45
	3525	11/13/2025	POLICE	PD-MINUS A2 FILTER KIT; RABITAIR.COM	\$95.00
	3526	11/13/2025	POLICE	PD-HOTEL-BANKS-SNUG/IFLEX CONFERENCE-AIRWAY HEIGHT	\$278.94
	3527	11/13/2025	POLICE	PD-LARGE TRASH CAN FOR EVIDENCE BIOHAZARD AT 16TH	\$22.94
	3528	11/13/2025	POLICE	TRAVEL-PD-REG-KUZYK-IACP CONFERENCE-ORLANDO, FL	\$500.00
	3529	11/13/2025	POLICE	PD-ADHESIVE CARD CLEANING KIT AND DRY SWAB KIT	\$38.69
	3530	11/13/2025	POLICE	PD-HOTEL-TOPP/DONNERBERG/WHITLOCK-PUBLIC SAFETY LE	\$580.48
	3531	11/13/2025	POLICE	PD-HOTEL-TOPP/DONNERBERG/WHITLOCK-PUBLIC SAFETY LE	\$580.48
	3532	11/13/2025	POLICE	PD-REG-ROBERTS-DEVELOPING A SUPERVISORY TRAINING O	\$99.00
WELLS ONE-PRIDE DBA WELLS FARGO BANK	3536	11/13/2025	HR	SUPPLIES FOR HALLOWEEN HUSTLE EMPLOYEE APPRECIATIO	\$42.80
	3537	11/13/2025	HR	EMPLOYEE GIFT ORNAMENTS FOR 2025 CITY HOLIDAY PART	\$1,146.56
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	3546	11/13/2025	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$51.89
			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$52.17
	3547	11/13/2025	WSTWTR	PW-WWC-DOPL RENEWALS; EVANS; 9011861	\$30.00
	3548	11/13/2025	WATER	PW-WTP-ONLINE CLASS-C BANN; GREEN RIVER CC	\$149.00
	3549	11/13/2025	TRNSPN	HOTEL - WILLIAMSON - IMSA TRAFFIC SIGNAL TECH 1	\$496.36
	3550	11/13/2025	TRNSPN	PW-ADMIN-APWA ANNUAL MEMBERSHIP; TOLMAN	\$255.00
	3551	11/13/2025	WATER	PW-WTP-DOPL RENEWALS; B INGRAM X 3	\$90.00
	3552	11/13/2025	WSTWTR	PW-WWTP-OWP WWTP COURSES; VOL 1; RJ CHANDLER	\$286.00
	3553	11/13/2025	WATER	PW-WD-MANUAL OF CROSS CONNECTION CONTROL; USC	\$194.00
	3554	11/13/2025	WATER	PW-WA-AWWA MEMBERSHIP RENEWAL; B LACY	\$443.00
	3555	11/13/2025	WSTWTR	PW-WWTP-DOPL UPGRADE; B GUZMAN WWT4	\$25.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	3556	11/13/2025	WATER	PW-WD-DOPL RENEWALS; J RUARK BAT AND DWD4	\$60.00
	3557	11/13/2025	WATER	WR098 WTP SECURITY RAILING; QUOTE ATTACHED	\$3,100.61
	3558	11/13/2025	WSTWTR	PW-WWTP-DOPL RENEWALS; B GRIESER; WWL1 AND WWT4	\$60.00
	3559	11/13/2025	TRNSPN	TRAVEL - RANDALL - 2025 NWGIS CONFERENCE	\$400.00
	3561	11/13/2025	TRNSPN	TRAVEL - RANDALL - 2025 NWGIS CONFERENCE	\$50.00
	3563	11/13/2025	WATER	PW-WTP-DOPL RENEWALS; R HORYZA DWT4 & DWD2	\$120.00
	3564	11/13/2025	WSTWTR	PW-WWTP-ASSET TAGS (100) MYASSETTAG.COM	\$439.35
	3565	11/13/2025	WSTWTR	PW-WWC-DOPL EXAM; J THIRIOT; WWC2	\$106.00
	3566	11/13/2025	WSTWTR	PW-WWC-COLLECTIONS III/IV PREP EXAM X 3	\$1,497.00
	3567	11/13/2025	WSTWTR	PW-WWC-DOPL EXAM; G WOOD; WWC2	\$106.00
	3568	11/13/2025	TRNSPN	TRAVEL - RANDALL - 2025 NWGIS CONFERENCE	\$15.00
	3569	11/13/2025	WSTWTR	PW-WWTP-DOPL UPGRADE; L WAY WWT4	\$25.00
	3570	11/13/2025	WSTWTR	PW-WWTP-DOPL EXAM; K ROSE; WWT4 (RETEST)	\$106.00
	3571	11/13/2025	WSTWTR	PW-WWC-DOPL EXAM; K LEE; WWC2	\$106.00
	3572	11/13/2025	WSTWTR	PW-WWC-DOPL EXAM; P BOARDMAN; WWC2	\$106.00
	3573	11/13/2025	WSTWTR	PW-WWC-DOPL EXAM; N SMITH; WWC3	\$106.00
	3574	11/13/2025	TRNSPN	TRAVEL - RANDALL - 2025 NWGIS CONFERENCE	\$15.00
	3575	11/13/2025	TRNSPN	TRAVEL - RANDALL - 2025 NWGIS CONFERENCE	\$34.99
	3576	11/13/2025	TRNSPN	PW - PE LICENSE RENEWAL: ALANNAH BAILEY	\$30.00
	3578	11/13/2025	WSTWTR	PW-WWTP-DOPL EXAM; K ROSE; WWT4 (RETEST)	\$106.00
	3579	11/13/2025	WATER	PW-WD-DOPL RENEWALS; S CREA DWD3-24546/BAT-23315	\$120.00
	3580	11/13/2025	WSTWTR	P-WWC-DOPL UPGRADE; J THIRIOT OIT TO 1	\$25.00
	3581	11/13/2025	TRNSPN	MJ024 MAIN ST BOND; PE&O ADS ON DAILYFLY FB	\$500.00
	3582	11/13/2025	TRNSPN	MJ024 MAIN ST BOND; PE&O ADS ON DAILYFLY FB	\$50.00
	3584	11/13/2025	WATER	AWWA REFUND	(\$150.00)
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	3485	11/13/2025	FLTMAINT	REPL OPTICOM FOR #176 PATSUV	\$230.88
	3486	11/13/2025	FLTMAINT	BPO- FLEET- SHOP SUPPLIES FROM HARBOR FREIGHT	\$23.92



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WESTERN RECYCLERS INC	400883	11/13/2025	FINANCE	BPO- FIN- WESTERN RECYCLERS-SHREDDING	\$34.66
			HR	BPO- FIN- WESTERN RECYCLERS-SHREDDING	\$17.34
			LIBRARY	BPO - LIB - RECYCLING SERVICES	\$52.00
			POLICE	BPO PD SHREDDING SERVICES	\$52.00
			TRNSPN	BPO - PW OFFICE - SHREDDING SERVICES	\$45.00
WESTERN STATES EQUIPMENT	121143	11/13/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$20.31
WEX BANK	121144	11/13/2025	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	\$96.31
WHEN THEN PROJECT LLC	400884	11/13/2025	POLICE	PD-60-69 WHEN THE PROJECT LICENSE ACCESSES (64 QTY	\$3,148.80
WILBERT PRECAST INC	400885	11/13/2025	CEMETERY	CEM - WILBERT - OCT CHARGES	\$1,446.00
			WATER	WR079 6X6 METER VAULT LID W/36" HATCH; QUOTE ATTA	\$3,448.00
WILL THOMPSON	121054	11/13/2025	POLICE	MEALS W. THOMPSON FORCE ENCOUNTERS INVESTIGATIONS	\$136.00
WSCFF EMPLOYEE BENEFIT TRUST DBA IAFF MERP	121047	11/13/2025	ADMSVC	Payroll Run 1 - Warrant 111325	\$5,100.00
ZACH THOMAS	121055	11/13/2025	POLICE	MEALS Z. THOMAS FORCE ENCOUNTERS INVESTIGATIONS	\$136.00
ZIEGLER BUILDING CENTER	121145	11/13/2025	PARKSFAC	PKS - ZIGGYS - INSULATION	\$127.74
ZOLL MEDICAL CORPORATION GPO	121146	11/13/2025	FIRE	BPO FIRE - ZOLL MEDICAL - SUPPLIES	\$400.16
Total					\$2,289,567.07



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE MACANNA ADDITION PRELIMINARY PLAT	AGENDA NO. IV. C. AGENDA DATE: November 24, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Lewiston City Council has not acted on this plat previously. At their November 12, 2025, regular meeting, the City of Lewiston Planning and Zoning Commission considered the MacAnna Addition Preliminary Plat, and voted unanimously to recommend approval of the plat as presented to the Lewiston City Council. The MacAnna Addition preliminary plat proposes to subdivide approximately 1.6 acres of land into 4 residential lots. The MacAnna Addition subdivision is located on the north side of Vista Avenue between 7th Street and 8th Street. An existing single family residence currently occupies proposed Lot 3, and existing accessory buildings occupy Lots 2 and 4. The applicant's proposed lot configuration utilizes one standard lot with a frontage width that meets or exceeds the minimum lot width for the R2A zone, and 3 flag lots with a shared access driveway conforming to the requirements contained in Section 37-124 of City Code. The applicant proposes to create a shared access driveway conforming to the requirements of Section 37-124(d)(3), to serve lots 1, 2, and 4. Included in the shared access driveway requirements are the obligation to provide a paved 20 foot wide fire apparatus access road, and include provisions for mutual maintenance agreements and nonexclusive access easements on the recorded final plat. Due to the depth of the proposed flag lots, a Fire Apparatus Access turn-around conforming to the requirements established in the Lewiston Fire Department's Standard Operating Procedure #906, will be required to be constructed at the north end of the shared access driveway. The City Fire Marshal also noted in the preliminary plat review, that depending on structure placement on Lots 1 and 4, a new fire hydrant at the site entrance may be required. Frontage improvements along Vista Avenue are required to be satisfied by constructing curb, gutter, and sidewalk with asphalt patch-back, or by payment of a Fee-in-Lieu-of construction at the applicant's discretion. The proposed subdivision is located in the Lewiston Orchards Irrigation District, and the Lewiston Orchards Sewer District, and the utility districts have indicated their intent to provide service for the proposed lots. Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service. The subject property is currently zoned R2A, and the proposed lot configurations adhere to the requirements of that zone as outlined in the City of Lewiston Zoning Ordinance, City Code Chapter 37.	

The preliminary plat is presented at a scale of 50' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code.

Because the 50' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 50' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.

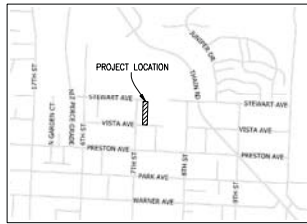
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

Approval of this preliminary plat may result in future impacts on Public Works' staff and budgets due to the required maintenance associated with public improvements constructed as part of the proposed development.

ACTION PROPOSED

Staff recommends that Council accept the unanimous recommendation of the City of Lewiston Planning and Zoning Commission, and approve the MacAnna Addition, Preliminary Plat as presented. A draft Reasoned Statement, with entries based on the information contained in the staff report, has been attached to the information packet for your consideration or use, at your discretion.

VICINITY MAP (N.T.S):



PROPOSED UTILITY METHODS

- 1) POTABLE WATER WILL BE PROVIDED BY THE LEWISTON ORCHARDS IRRIGATION DISTRICT.
- 2) SANITARY SEWER SERVICES WILL BE PROVIDED BY THE LEWISTON ORCHARDS SEWER DISTRICT.
- 3) ELECTRICAL UTILITIES WILL BE PROVIDED BY AVISTA CORP.
- 4) TELECOMMUNICATION SERVICES WILL BE PROVIDED BY LUMEN.
- 5) SHOULDER HAS AGREED TO ACCEPT THE LOTS WITHIN THE PROPOSED SUBDIVISION FOR SERVICE.

NOTE 1:
THE SHARED ACCESS DRIVEWAY FOR LOTS 1, 2, AND 4 WILL COMPLY WITH THE REQUIREMENTS OF CITY CODE SECTION 37-124(4), SUBSECTIONS (2), (A) AND (3), AS SUCH A MAINTENANCE AGREEMENT WILL BE CREATED AND RECORDED AND CONSTRUCTION OF THE SHARED DRIVEWAY WILL COMPLY WITH CITY STANDARDS DRAWING 3-1.

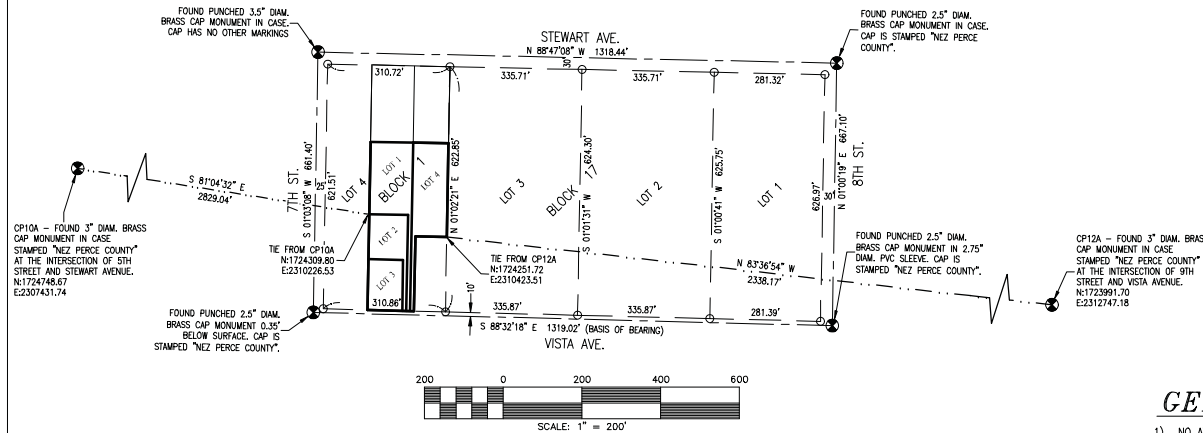
NOTE 2:
A SHIPP AND NO MAY BE REQUIRED FOR CONSTRUCTION OF IMPROVEMENTS THAT SHALL BE HANDLED BY RYAN FISKE, P.E. IN COORDINATION WITH THE CITY STORM WATER PROGRAM COORDINATOR.

PRELIMINARY PLAT OF
MACANNA ADDITION
A REPLAT OF A PORTION OF LOT 4, BLOCK 17 OF
LEWISTON ORCHARDS TRACT NO. TWO,
LOCATED IN SECTION 8, TOWNSHIP 35 N., RANGE 5 W., B.M.,
CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

LEGEND:

- Found brass cap monument as noted in breakdown
- Found 5/8" diameter rebar with aluminum cap stamped "10162", unless otherwise noted
- Set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"
- Set 5/8" diameter rebar with 2.5" diam. Alum. Cap
- Calculated point. Nothing found or set this survey.
- Sanitary sewer manhole
- ☑ WATER METER
- Ⓜ GAS METER
- Ⓜ ELECTRIC METER
- Boundary of subject property
- Boundary of other property
- New boundary
- Old boundary
- Street or easement centerline
- Easement sideline
- Sanitary sewer line
- Fence
- Tie Line
- Shared Access Easement
- Building Setback Line

N. 1/2 OF BLOCK 17 - BREAKDOWN:



BASIS OF BEARING:

The Basis of Bearing for this survey is S 88°32'18" E along the centerline of Vista Avenue between the monument found at the intersection of 7th Street and Vista Avenue and the monument found at the intersection of 8th Street and Vista Avenue, as shown hereon.

SURVEYOR'S NARRATIVE:

The purpose of this survey was to document and monument the boundaries of New Lots 1-4, shown hereon. Lines shown on this survey were established or reestablished as follows:

- 1) The street centerlines were reestablished using the found brass cap monuments shown hereon.
- 2) The right-of-way sidelines were reestablished using the record right-of-way widths per Reference R2.
- 3) The boundaries of the original Lots 1-4 were reestablished by proration.
- 4) The boundaries of the subject and adjoining properties were reestablished per the references listed hereon.
- 5) The interior boundaries of New Lots 1-4 were selected by the client who requested this survey. It is planned that the boundaries of New Lots 1-4 will be established by deeds soon after this Plat is recorded.

PLAT NOTES:

- 1). SANITARY SEWER SERVICE FOR ALL LOTS WILL BE PROVIDED BY LEWISTON ORCHARDS SEWER DISTRICT.
- 2). WATER SERVICE PROVIDED BY THE LEWISTON ORCHARDS IRRIGATION DISTRICT.
- 3). THE AREA OF THE PLAT INCLUDING DEDICATED RIGHT-OF-WAY IS 1.60 ACRES. THE AREA OF THE PLAT EXCLUDING DEDICATED RIGHT-OF-WAY IS 1.60 ACRES.
- 4). THE TITLE COMMITMENT LISTED AS R1 ON THIS PLAT DISCLOSES EASEMENTS OF RECORD FOR THE PLATTED PARCEL AS SHOWN HEREON.
- 5). CURRENT ZONING FOR THE SUBJECT PARCEL IS SUBURBAN RESIDENTIAL, R2A.
- 6). COORDINATE VALUES ARE REPORTED USING A LOCAL GROUND COORDINATE SYSTEM HOLDING THE PUBLISHED VALUE OF THE CITY OF LEWISTON MONUMENT POINT NO. CP10A AS THE ORIGIN. THE ENTIRE DATA SET WAS THEN ROTATED TO MATCH THE VECTOR FROM CITY MONUMENT CP-31 TO THE PUBLISHED COORDINATES FOR CITY MONUMENT A20. THE COORDINATE SYSTEM CLOSELY APPROXIMATES IDAHO STATE PLANE WEST ZONE, NAD '83 VALUES, BUT IS NOT REPORTED ON GRID VALUES. RATHER, THEY ARE GROUND MEASUREMENTS.
- 7). THE TOTAL AREA OF THE SUBJECT IS 1.6 ACRES.
- 8). THIS PLAT PROPOSES THE CREATION OF 4 NEW LOTS.

GENERAL NOTES:

- 1). NO ATTEMPT WAS MADE TO SHOW ALL PHYSICAL FEATURES OF THE PROPERTY OR PRESCRIPTIVE EASEMENTS, RECORDED OR UNRECORDED.
- 2). THE SURVEY OF THIS PLAT WAS PERFORMED USING A NIKON DTM-500 SERIES TOTAL STATION, A TOPCON REALTIME GPS UNIT AND A TDS DATA COLLECTOR.
- 3). FUTURE DEVELOPMENT OF THE LOTS CREATED BY THIS SUBDIVISION PLAT REQUIRE BUILDING PERMITS BASED ON PLANS COMPLYING WITH ALL CITY OF LEWISTON CODES, DULY ADOPTED AT THE TIME OF DEVELOPMENT, GOVERNING CONSTRUCTION OF BUILDINGS AND ADJACENT PUBLIC IMPROVEMENTS. PRIOR TO DEVELOPING A LOT THE OWNER OR PROSPECTIVE OWNER IS RESPONSIBLE FOR DUE DILIGENCE RESEARCH TO APPRISE THEMSELVES OF ALL DEVELOPMENT REQUIREMENTS. THESE REQUIREMENTS MAY OR MAY NOT HAVE BEEN IDENTIFIED DURING THE SUBDIVISION PROCESS AND MAY OR MAY NOT BE SHOWN ON THE PLAT. THE CITY OF LEWISTON IS NOT RESPONSIBLE FOR ANY LOSSES, FINANCIAL OR OTHERWISE, RESULTING FROM THE UNSUITABILITY OF A LOT FOR A SPECIFIC USE.

REFERENCES:

No.	Document	Inst No.	By	Date
R1	PRELIMINARY RESEARCH REPORT	NO. 23481427	TITLE ONE	JUL 2023
R2	LEWISTON ORCHARDS TRACT NO. TWO	BK 2, PG 13	P. PRESTON, LS 127 & C.C. CARTLICH, LS 170	MAR. 1907
R3	EASEMENT	296541	HILL TO LEW. ORCH. SEWER DIST. NO. 1	JUNE 1963
R4	RECORD OF SURVEY	451300	JAMES W. GROW, PLS 749	DEC. 1981
R5	RECORD OF SURVEY	787685	JOHN L. DUNN, PLS 10162	JAN. 2011
R6	AMENDED RECORD OF SURVEY	799276	JOHN L. DUNN, PLS 10162	MAR. 2012
R7	AMENDED RECORD OF SURVEY	807594	JOHN L. DUNN, PLS 10162	DEC. 2012
R8	QUITCLAIM DEED	799061	MACANNA, LLC TO MACANNA, LLC	MAR. 2012
R9	QUITCLAIM DEED	802431	MACANNA, LLC TO MACANNA, LLC	JULY 2012
R10	DEED (EASEMENT)	296541	HILL TO LEWISTON ORCHARDS SEWER DISTRICT	JULY 1963

© 2023, Cuddy & Associates

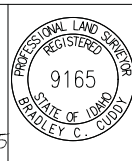
RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF NEZ PERCE }
FILED FOR RECORD _____ AT _____ M.
AT THE REQUEST OF _____
BY _____ COUNTY RECORDER
DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF DR. JAMES AND JULIE PIERCE.

Bradley Cuddy 10-1-25
BRADLEY C. CUDDY, PLS 9165 DATE

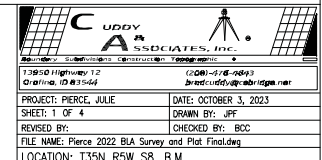


DEVELOPER/OWNER

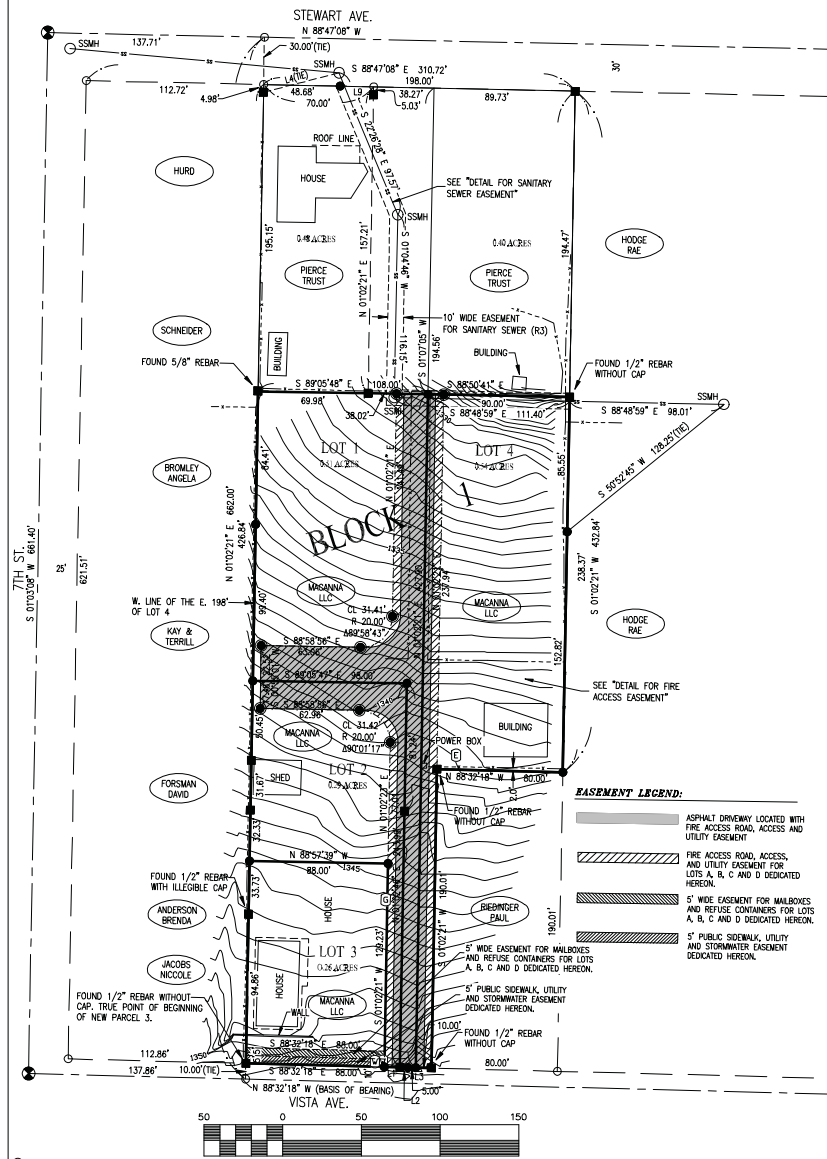
MacAnna, LLC
Julie and Jim Pierce
706 Stewart Ave.
Lewiston, ID 83541
(208) 816-1736

SURVEYOR

MacAnna, LLC
Bradley Cuddy, PLS 9165
Cuddy & Associates, Inc.
P.O. Box 64
Oronide, ID 83544
(208) 476-4643

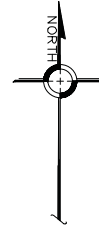


PRELIMINARY PLAT OF
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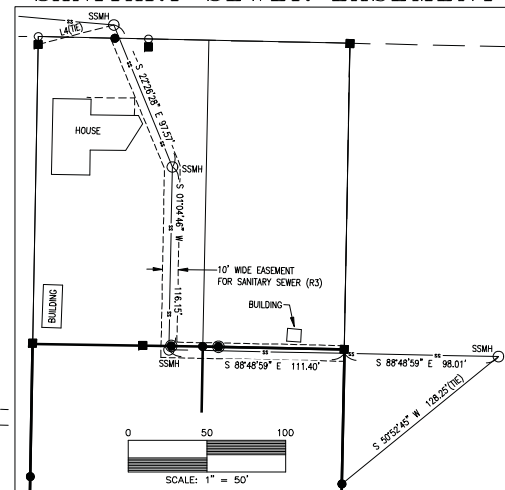


**LINE
TABLE:**

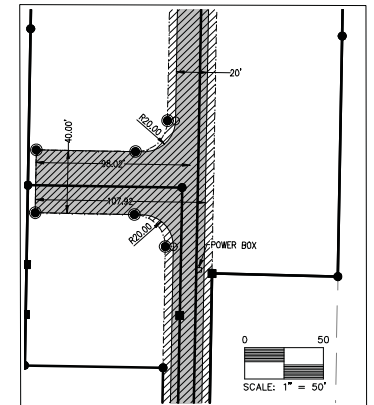
LINE	BEARING	DISTANCE
L1	N 88°32'18" W	10.00'
L2	N 88°32'18" W	15.00'
L3	N 88°32'18" W	15.00'
L4	S 75°34'20" E	49.61'
L9	S 88°47'08" E	21.32'



**DETAIL FOR
SANITARY SEWER EASEMENT**



**DETAIL FOR
FIRE ACCESS EASEMENT**



LEGEND:

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- Building Setback Line

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SCALE: 1" = 50'

RECORDER'S CERTIFICATE

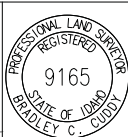
STATE OF IDAHO } SS
 COUNTY OF NEZ PERCE }
 FILED FOR RECORD AT _____ M.
 AT THE REQUEST OF _____
 BY _____ COUNTY RECORDER
 DEPUTY
 FEES \$ _____
 INSTRUMENT NUMBER: _____

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Bradley Cuddy
 BRADLEY C. CUDDY, PLS 9165

10-1-25
 DATE



DEVELOPER/OWNER

Macanna, LLC
 Julie and Jim Pierce
 706 Stewart Ave.
 Lewiston, ID 83501
 (208) 816-1736

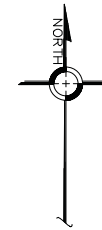
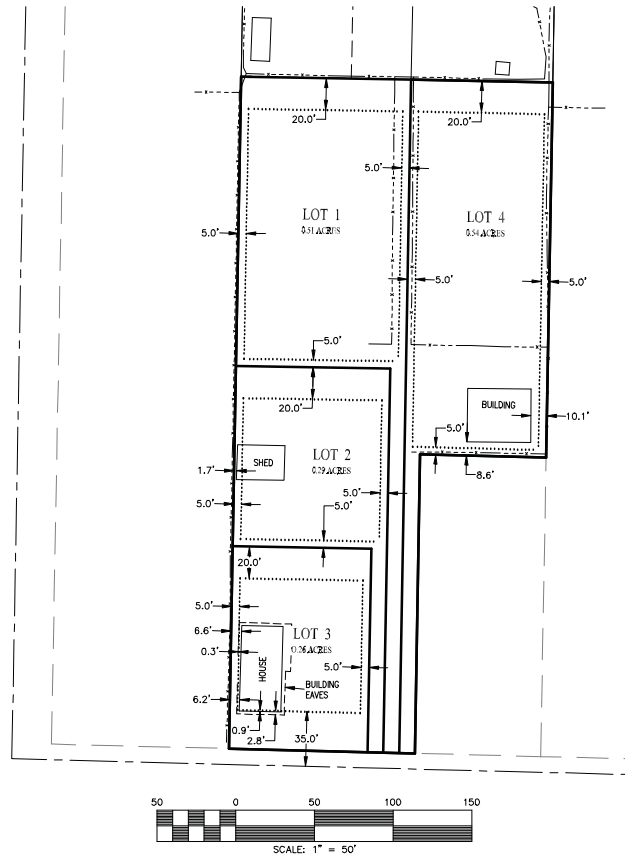
SURVEYOR

Bradley Cuddy, PLS 9165
 Cuddy & Associates, Inc.
 P.O. Box 64
 Orofino, ID 83544
 (208) 476-4643

13510 Highway 17 Orofino, ID 83544 (208) 476-4643 bradley.cuddy@cuadysurvey.com	
PROJECT: PIERCE, JULIE	DATE: OCTOBER 3, 2023
SHEET: 2 OF 4	DRAWN BY: JPF
REVISED BY:	CHECKED BY: BOC
FILE NAME: Pierce 2022 BLS Survey and Plat Final.dwg	
LOCATION: T35N R5W S8, B.M.	

PRELIMINARY PLAT OF
MACANNA ADDITION
 A REPLAT OF A PORTION OF LOT 4, BLOCK 17 OF
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 LOCATED IN SECTION 8, TOWNSHIP 35 N., RANGE 5 W., B.M.,
 CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

**DETAIL FOR
 BUILDING SETBACKS**



LEGEND:

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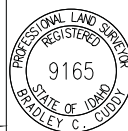
RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
 COUNTY OF NEZ PERCE }
 FILED FOR RECORD _____ AT _____ M.
 AT THE REQUEST OF _____
 BY _____ COUNTY RECORDER
 DEPUTY
 FEES \$ _____
 INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF DR. JAMES AND JULIE PIERCE.

Bradley Cuddy 10-1-25
 BRADLEY C. CUDDY, PLS 9165 DATE



DEVELOPER/OWNER

Macanna, LLC
 Julie and Jim Pierce
 706 Stewart Ave.
 Lewiston, ID 83501
 (208) 816-1736

SURVEYOR

Bradley Cuddy, PLS 9165
 Cuddy & Associates, Inc.
 P.O. Box 64
 Orofino, ID 83544
 (208) 476-4643

17810 Highway 17 Orofino, ID 83544 (208) 476-4643 bradley@cuddyassociates.com	
PROJECT: PIERCE, JULIE	DATE: OCTOBER 3, 2023
SHEET: 3 OF 4	DRAWN BY: JPF
REVISED BY:	CHECKED BY: BOC
FILE NAME: Pierce 2022 BIA Survey and Plat Final.dwg	
LOCATION: T35N R5W S8, B.M.	

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 LOCATED IN SECTION 8, TOWNSHIP 35 N., RANGE 5 W., B.M.,
 CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE SUBDIVISION CODE OF THE CITY OF LEWISTON, IDAHO.

ENGINEER, CITY OF LEWISTON, IDAHO _____ DATE _____

CITY SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND COMPLIES
WITH IDAHO CODE, TITLE 50, CHAPTER 13.

SURVEYOR, CITY OF LEWISTON, IDAHO

CITY CLERK

I HEREBY CERTIFY THAT THIS PLAT AND THE DEDICATIONS AND EASEMENTS SHOWN HEREON WERE APPROVED AND ACCEPTED BY THE CITY COUNCIL OF LEWISTON AT A MEETING HELD ON THE _____ DAY OF _____, 20____.

CLERK, CITY OF LEWISTON, IDAHO DATE

PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

ENVIRONMENTAL HEALTH SPECIALIST
PUBLIC HEALTH—IDAHO NORTH CENTRAL DISTRICT

COUNTY TREASURER

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ASSESSMENTS FOR THE PROPERTY HEREON DESCRIBED HAVE BEEN PAID FOR THE YEAR _____ AND PRECEDING YEARS.

TREASURER, NEZ PERCE COUNTY, IDAHO DATE

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF
THE RECORDER OF NEZ PERCE COUNTY, IDAHO AT THE REQUEST OF _____
THIS _____ DAY OF _____,
2023, AT _____ O'CLOCK _____ M., AND DULY RECORDED IN PLAT BOOK _____
AT PAGES _____ AS INSTRUMENT NUMBER _____

RECORDED, NEZ PERCE COUNTY, IDAHO

DESCRIPTION OF EXTERIOR PLAT BOUNDARY

A parcel of land being located in Lot 4, Block 17, Lewiston Orchards Tract Number 2 to the City of Lewiston, Situate in Section 8, Township 35 North, Range 5 West, Boise Meridian, City of Lewiston, Nez Perce County, Idaho, more particularly described as follows:

Commencing at a found 2 1/2" diameter brass cap marking the intersection of Vista Avenue and 7th Street; thence, following along the centerline of Vista Avenue, South 89°26'30" East a distance of 137.86 feet to a found 1 1/2" diameter brass cap marking the intersection of Vista Avenue and the centerline of the 1901 line of Vista Avenue and a found 1 1/2" diameter barrel, sold point being the TRUE POINT OF BEGINNING; thence, South 00°08'10" East a distance of 428.84 feet to a found 5/8" diameter barrel; thence, South 30°00'00" East a distance of 191.01 feet to a found 1 1/2" diameter barrel; thence, South 00°08'10" East a distance of 30.00 feet to a found 1 1/2" diameter barrel; thence, South 00°08'10" West a distance of 238.37 feet to a set 5/8" diameter barrel with cap marked PLS 9165; thence, North 89°26'30" West a distance of 80.00 feet to a found 1 1/2" diameter barrel; thence, South 00°08'10" West a distance of 191.01 feet to a found 1 1/2" diameter barrel; thence, South 00°08'10" West a distance of 118.00 feet along said right of way line, North 89°26'30" West a distance of 118.00 feet to the TRUE POINT OF BEGINNING.

DEED OF TRUST CONSENT

COLUMBIA STATE BANK, IT SUCCESSORS AND ASSIGNS, AS BENEFICIARY OF A DEED OF TRUST RECORDED August 12, 2016 AS INSTRUMENT NO. 841970, DO HEREBY CONSENT TO THIS SUBDMISION AND CONDITIONS THEREOF AS EVIDENCED BY THE SIGNATURES OF THE AUTHORIZED SIGNER(S) OF THE CORPORATION BELOW.

SIGNATURE _____ DATE _____
NAME (PRINTED): Douglas Purdy
CORPORATE TITLE: Vice President/Branch Manager, Umpqua Bank
(formerly Columbia Bank)

ACKNOWLEDGMENT

STATE OF IDAHO) S.S.
COUNTY OF NEZ PERCE)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DOUGLAS PURDY, KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED SIGNER(S) OF COLUMBIA BANK, IT SUCCESSORS AND ASSIGNS, THE CORPORATION THAT EXECUTED THE FOREGOING DEED OF TRUST CONSENT OR THE PERSONS WHO EXECUTED THE FOREGOING DEED OF TRUST CONSENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS THEREOF, THIS _____ DAY OF _____, 20____, I SET MY HAND AND AFFIX MY SEAL.

NOTARY PUBLIC, IN AND FOR THE STATE OF _____

RESIDING AT

MY COMMISSION EXPIRES

© 2023, Cuddy & Associates

RECORDED'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF NEZ PERCE } SS
FILED FOR RECORD _____ AT _____ : _____ M.
AT THE REQUEST OF _____

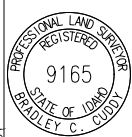
COUNTY RECORDER

FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF DR. JAMES AND JULIE PIERCE.

Bradley Cuddy 10-1-24
BRADLEY C. CUDDY, PLS 9165 DATE



DEVELOPER/OWNER
Dr. James and Julie Pierce
706 Stewart Ave.
Lewiston, ID 83501
(208) 816-1736

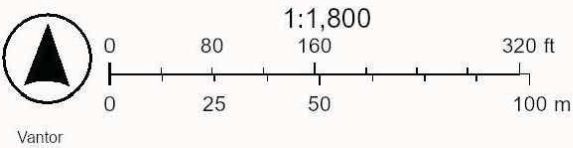
SURVEYOR
Bradley Cuddy, PLS 9165
Cuddy & Associates, Inc.
P.O. Box 64
Orofino, ID 83544
(208) 476-4643

 	
C UDDY A^{SSOCIATES, INC.}	
1350 Highway 12 Grapeland, TX 75844	
(409) 416-9693 bruce@cuddy-assoc.com	
PROJECT: PIERCE, JULIE SHEET: 4 OF 4 REVISED BY:	DATE: OCTOBER 3, 2023 DRAWN BY: JFF CHECKED BY: BOC
FILE NAME: Pierce 2022 BLSA Survey and Plot Final.dwg	
LOCATION: T35N R5W S8, B.M.	

City of Lewiston



11/4/2025, 2:55:58 PM



**CITY OF LEWISTON PLANNING AND ZONING COMMISSION
REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
RECOMMENDING APPROVAL, APPROVAL WITH CONDITIONS, OR
DENIAL OF A SUBDIVISION PRELIMINARY PLAT TO THE LEWISTON
CITY COUNCIL**

This document shall serve as memorialization of the rationale for the recommendation to Lewiston City Council, approving, approving with conditions, or denial of a Subdivision Preliminary Plat, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. *See* I.C. § 67-6535.

- I. **APPLICATION NUMBER:**
SUB22-000002
- II. **APPLICANT'S NAME AND ADDRESS:**
MacAnna, LLC
Julie and Jim Pierce
706 Stewart Avenue
Lewiston ID, 83501
- III. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
1.6 Acres of land located at 705 Vista Avenue, Lewiston, Idaho.
- IV. **IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:**
Low Density Residential (R-2A) Zone, Neighborhood Residential
- V. **DATE OF CONSIDERATION:**
November 12, 2025
- VI. **NAME OF GOVERNING BODY:**
City of Lewiston Planning and Zoning Commission
- VII. **NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision preliminary plat.
- VIII. **DECISION:**
The Lewiston Planning and Zoning Commission recommends **APPROVAL** of SUB22-000002 (MacAnna Addition - Preliminary Plat).

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this subdivision administrative plat:

1. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 32 (Subdivisions) of the Lewiston City Code. Lewiston City Code § 32-2 (Purpose and Intent) states:
 - (a) The purpose of this chapter is to provide for the orderly growth and harmonious development of the City of Lewiston, to insure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions, and public facilities; to achieve individual property lots of reasonable utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to insure consideration for adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal descriptions; and to provide logical procedures for the achievement of this purpose.
 - (b) Its interpretation and application, the provisions of this chapter are intended to provide a common ground of understanding and a sound equitable working relationship between the public and private interests to the end that both independent and mutual objectives can be achieved in the subdivision of land. Applicable commentary:

The MacAnna Addition preliminary plat proposes to subdivide approximately 1.6 acres of land into 4 residential lots. The MacAnna Addition subdivision is located on the north side of Vista Avenue between 7th Street and 8th Street. An existing single family residence currently occupies proposed Lot 3, and existing accessory buildings occupy Lots 2 and 4. The applicant's proposed lot configuration utilizes one standard lot with a frontage width that meets or exceeds the minimum lot width for the R2A zone, and 3 flag lots with a shared access driveway conforming to the requirements contained in Section 37-124 of City Code. The applicant proposes to create a shared access driveway conforming to the requirements of Section 37-124(d)(3), to serve lots 1, 2, and 4. Included in the shared access driveway requirements are the obligation to provide a paved 20 foot wide fire apparatus access road, and include provisions for mutual maintenance agreements and nonexclusive access easements on the recorded final plat. Due to the depth of the proposed flag lots, a Fire Apparatus Access turn-around conforming to the requirements established in the Lewiston Fire Department's Standard Operating Procedure #906, will be required to be constructed at the north end of the shared access driveway. The City Fire Marshal also noted in the preliminary plat review, that depending on structure placement on Lots 1 and 4, a new fire hydrant at the site entrance may be required. Frontage improvements along Vista Avenue are required to be satisfied by constructing curb, gutter, and sidewalk with asphalt patch-back, or by payment of a Fee-in-Lieu-of construction at the applicant's discretion. The proposed subdivision is located in the Lewiston Orchards Irrigation District, and the Lewiston Orchards Sewer District,

and the utility districts have indicated their intent to provide service for the proposed lots. Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service.

2. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 37 (Zoning Code) of the Lewiston City Code. Lewiston City Code § 37-2 (Purpose) states: “The purpose of this chapter is to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.” Applicable commentary:

The proposed plat adheres to the requirements for the R-2A Zone which were established to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.

3. The proposed subdivision **will** be in compliance with Chapter 37 (Zoning) of the Lewiston City Code standards (unless otherwise waived by Conditional Use Permit or Variance) to include meeting the minimum lot depth, minimum lot width, and minimum lot area standards as set forth by the zoning district which it is located in. Applicable commentary:

The proposed subdivision was reviewed by the City of Lewiston Community Development Department, and Community Development staff confirmed that the proposed subdivision is in compliance with applicable standards contained in Chapter 37 of Lewiston City Code, and meets the lot configuration requirements for lot width, lot depth, and lot size as established for the applicable R-2A zone.

4. The proposed subdivision **will** be in conformance with the Lewiston Comprehensive Plan’s requirements and objectives. Applicable commentary:

The proposed subdivision is in conformance with the Lewiston Comprehensive Plan which includes the subject property in the Neighborhood Residential - Future Land Use Designation area. The proposed subdivision promotes the desired Neighborhood Residential characteristics by providing a relatively low intensity residential neighborhood with adequate street and utility access.

5. The proposed subdivision **does** include the entire tract of land, unless an approved preliminary plat, planned unit development (PUD), or approved development master plan shows development in phases. Applicable commentary:

The plat area includes the applicant’s entire parcel as determined by a survey in the field conducted by an Idaho Licensed Land Surveyor.

6. The proposed subdivision **has** been reviewed by applicable public utility providers.

Representatives of applicable public utility providers have reviewed the plat proposal and affirmed their ability and intent to provide service by signing the utility services acceptance form contained in the preliminary plat application packet.

7. The applicant **has** complied with all elements of Lewiston City Code § 32.20. Applicable commentary:

The plat was reviewed by the City Surveyor and Public Works staff under the direction of the City Engineer. The preliminary plat is presented at a scale of 50' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code. Because the 50' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 50' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.

8. The proposed subdivision **does not** contain all or any part of the site of a proposed park, school, flood control facility, or other public area as shown by the City's Comprehensive Plan or future acquisitions map.

The approved City Comprehensive plan does not propose any public areas at this location.

9. The proposed subdivision **is not** within a known floodplain. Applicable commentary:

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) do not indicate that the platted property is located in a designated floodplain.

10. The proposed subdivision **does not** have, in whole or in part, terrain having an average slope exceeding ten percent (10%).

The native slopes of all land located within the plat area are less than the 10% threshold. All constructed improvements will be designed by an Idaho licensed engineer.

11. The proposed subdivision **is** in conformance with the City's Master Transportation Plan and/or neighborhood plan. Applicable commentary:

The current adopted Transportation Plan does not address or make recommendations for the property located within the applicants proposed development.

12. The proposed subdivision's street name(s) **are** in conformance with Lewiston City Code § 31-85.
Applicable commentary:

No new streets are proposed or required for this proposed subdivision plat.

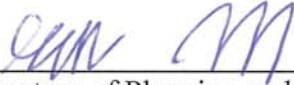
Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could not** take actions to obtain approval, the explanation is:

Not applicable.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include:

Not applicable.

NOTICE TO APPLICANT AND AFFECTED PERSONS: The Planning and Zoning Commission's recommendation to the City Council is not a final decision, and thus, shall not be subject to reconsideration or appeal.

By: 
Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

Printed: Gabriel Jacoboni

Date of Signature: 11/12/2025

ATTEST: 
Dawn Ortiz, Community Development Specialist

**LEWISTON CITY COUNCIL
REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL OF A
SUBDIVISION PRELIMINARY PLAT**

This document shall serve as memorialization of the rationale by the Lewiston City Council for the approval, approval with conditions, or denial of a Subdivision Preliminary Plat, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. *See* I.C. § 67-6535.

- I. **APPLICATION NUMBER:**
SUB22-000002
- II. **APPLICANT'S NAME AND ADDRESS:**
MacAnna, LLC
Julie and Jim Pierce
706 Stewart Avenue
Lewiston ID, 83501
- III. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
1.6 Acres of land located at 705 Vista Avenue, Lewiston, Idaho.
- IV. **IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:**
Low Density Residential (R-2A) Zone, Neighborhood Residential
- V. **DATE OF CONSIDERATION:**
November 24, 2025
- VI. **NAME OF GOVERNING BODY:**
Lewiston City Council
- VII. **NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision preliminary plat.
- VIII. **DECISION:**
The Lewiston City Council **APPROVES SUB22-000002 (MacAnna Addition, Preliminary Plat).**

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this subdivision preliminary plat:

1. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 32 (Subdivisions) of the Lewiston City Code. Lewiston City Code § 32-2 (Purpose and Intent) states:
 - (a) The purpose of this chapter is to provide for the orderly growth and harmonious development of the City of Lewiston, to insure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions, and public facilities; to achieve individual property lots of reasonable utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to insure consideration for adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal descriptions; and to provide logical procedures for the achievement of this purpose.
 - (b) Its interpretation and application, the provisions of this chapter are intended to provide a common ground of understanding and a sound equitable working relationship between the public and private interests to the end that both independent and mutual objectives can be achieved in the subdivision of land. Applicable commentary:

The MacAnna Addition preliminary plat proposes to subdivide approximately 1.6 acres of land into 4 residential lots. The MacAnna Addition subdivision is located on the north side of Vista Avenue between 7th Street and 8th Street. An existing single family residence currently occupies proposed Lot 3, and existing accessory buildings occupy Lots 2 and 4. The applicant's proposed lot configuration utilizes one standard lot with a frontage width that meets or exceeds the minimum lot width for the R2A zone, and 3 flag lots with a shared access driveway conforming to the requirements contained in Section 37-124 of City Code. The applicant proposes to create a shared access driveway conforming to the requirements of Section 37-124(d)(3), to serve lots 1, 2, and 4. Included in the shared access driveway requirements are the obligation to provide a paved 20 foot wide fire apparatus access road, and include provisions for mutual maintenance agreements and nonexclusive access easements on the recorded final plat. Due to the depth of the proposed flag lots, a Fire Apparatus Access turn-around conforming to the requirements established in the Lewiston Fire Department's Standard Operating Procedure #906, will be required to be constructed at the north end of the shared access driveway. The City Fire Marshal also noted in the preliminary plat review, that depending on structure placement on Lots 1 and 4, a new fire hydrant at the site entrance may be required. Frontage improvements along Vista Avenue are required to be satisfied by constructing curb, gutter, and sidewalk with asphalt patch-back, or by payment of a Fee-in-Lieu-of construction at the applicant's discretion. The proposed subdivision is located in the Lewiston Orchards Irrigation District, and the Lewiston Orchards Sewer District,

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR SUB22-000002 (MACANNA ADDITION – PRELIMINARY PLAT)

Page 2 of 5

and the utility districts have indicated their intent to provide service for the proposed lots. Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service.

2. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 37 (Zoning Code) of the Lewiston City Code. Lewiston City Code § 37-2 (Purpose) states: “The purpose of this chapter is to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.” Applicable commentary:

The proposed plat adheres to the requirements for the R-2A Zone which were established to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.

3. The proposed subdivision **will** be in compliance with Chapter 37 (Zoning) of the Lewiston City Code standards to include meeting the minimum lot depth, minimum lot width, and minimum lot area standards as set forth by the zoning district which it is located in. Applicable commentary:

The proposed subdivision was reviewed by the City of Lewiston Community Development Department, and Community Development staff confirmed that the proposed subdivision is in compliance with applicable standards contained in Chapter 37 of Lewiston City Code, and meets the lot configuration requirements for lot width, lot depth, and lot size as established for the applicable R-2A zone.

4. The proposed subdivision **will** be in conformance with the Lewiston Comprehensive Plan’s desired futures for the neighborhood the proposed subdivision will be located in. Applicable commentary:

The proposed subdivision is in conformance with the Lewiston Comprehensive Plan which includes the subject property in the Neighborhood Residential - Future Land Use Designation area. The proposed subdivision promotes the desired Neighborhood Residential characteristics by providing a relatively low intensity residential neighborhood with adequate street and utility access.

5. The proposed subdivision **does** include the entire tract of land, unless an approved preliminary plat, planned unit development (PUD), or approved development master plan shows development in phases. Applicable commentary:

The plat area includes the applicant’s entire parcel as determined by a survey in the field conducted by an Idaho Licensed Land Surveyor.

6. The proposed subdivision **has** received favorable review from applicable public utility providers:

Representatives of applicable public utility providers have reviewed the plat proposal, and affirmed their ability and intent to provide service by signing the utility services acceptance form contained in the preliminary plat application packet.

7. The applicant **has** complied with all elements of Lewiston City Code § 32.20. Applicable commentary:

The plat was reviewed by the City Surveyor and Public Works staff under the direction of the City Engineer. The preliminary plat is presented at a scale of 50' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code. Because the 50' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 50' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.

8. Where the proposed subdivision contains all or any part of the site of a proposed park, school, flood control facility, or other public area as shown by the City's Comprehensive Plan or future acquisitions map, the proposed subdivision **does** comply with the provisions of Idaho Code § 67-6517. Applicable commentary:

The approved City Comprehensive plan does not propose any public areas at this location.

9. The proposed subdivision **is not** within a known floodplain. Applicable commentary:

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) do not indicate that the platted property is located in a designated floodplain.

10. The proposed subdivision **does not** have, in whole or in part, terrain having an average slope exceeding ten percent (10%). Applicable commentary:

The native slopes of all land located within the plat area are less than the 10% threshold. All constructed improvements will be designed by an Idaho licensed engineer.

11. The proposed subdivision **is** in conformance with the City's Master Transportation Plan and/or neighborhood plan. Applicable commentary:

The current adopted Transportation Plan does not address or make recommendations for the property located within the applicants proposed development.

12. The proposed subdivision's street name(s) **are** in conformance with Lewiston City Code § 31-85.
Applicable commentary:

No new streets are proposed or required for this proposed subdivision plat.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could not** take actions to obtain approval, the explanation is:

Not applicable.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include:

Not applicable.

NOTICE TO APPLICANT AND AFFECTED PERSONS: An applicant or affected person may file a written request for reconsideration with the City Clerk to request that the City Council reconsider its final decision within fourteen (14) calendar days by 5:00 p.m. on the fourteenth (14th) day after the City Council has adopted this Reasoned Statement of Relevant Criteria and Standards. The written request for reconsideration shall include, at a minimum, the following information: (i) the name and address of the applicant or affected person requesting reconsideration, (ii) the specific deficiencies in the decision for which reconsideration is sought, and (iii) a description of any procedural injury or substantial harm to real property interest(s) suffered as a result of the decision, all in accordance with Lewiston City Code § 37-185(b)(1). A form may be obtained from the City Clerk. A request for reconsideration shall be a mandatory exhaustion of an applicant or affected person's administrative remedies prior to the filing of a petition for judicial review of a final decision made by the City Council.

Every final decision rendered shall provide or be accompanied by notice to the applicant regarding the applicant's right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003. The mailing of a signed and dated copy of this Reasoned Statement of Relevant Criteria and Standards by the City to the applicant shall constitute compliance with such notice requirement. An applicant denied an application or an affected person aggrieved by a final decision concerning matters identified in Idaho Code § 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinance, as described above, seek judicial review under the procedures provided by Title 67, Chapter 52, Idaho Code.

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-31	AGENDA NO. V. B. AGENDA DATE: November 24, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Destruction of records in accordance with the City's Records Retention Policy and Schedule. Pursuant to Idaho Code § 50-907(7)	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None	
ACTION PROPOSED The destruction of the following records: Forty-six (46) Field Training records for the years 2009 to 2020; Nine (9) Reserve Training records for the years 2009 to 2020; Forty-eight (48) Communications Training records for the years 2009 to 2020; and Citations issued for the years 2009 through 2019.	

RESOLUTION 2025-31

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN LEWISTON
POLICE DEPARTMENT RECORDS**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
LEWISTON, IDAHO:**

SECTION 1: Pursuant to Idaho Code § 50-907(7) and the City of Lewiston Records Retention Policy and Schedule set forth in Resolution 2023-54; the City Council hereby authorizes the destruction of the following records of the Lewiston Police Department:

- a. Forty-six (46) Field Training records for the years 2009 to 2020;
- b. Nine (9) Reserve Training records for the years 2009 to 2020;
- c. Forty-eight (48) Communications Training records for the years 2009 to 2020; and
- d. Citations issued for the years 2009 through 2019.

SECTION 2: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RFQ-26-002 AWARD: PROFESSIONAL SERVICES CONSULTANT ROSTER	AGENDA NO. V. C. AGENDA DATE: November 24, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City of Lewiston issued Request for Qualifications (RFQ-26-002) on September 2 and 9, 2025, seeking qualified firms and individuals to provide professional services under a Professional Services Master Agreement for Fiscal Years 2026 and 2027. The RFQ process was conducted in accordance with Idaho Code 67-2320, the State of Idaho's Professional Services Procurement Act. The purpose of this roster is to establish a pool of qualified consultants to provide professional services on an as-needed basis for City projects. The RFQ invited submittals for thirteen (13) service categories, including water and wastewater systems, stormwater systems, roads and bridges, geotechnical investigation, landscape design, land use planning, construction management, and others. Firms were evaluated by an internal Evaluation Committee based on the following criteria: - Qualifications of the Project Manager (25 points) - Qualifications of the Firm and Staff (25 points) - Relevant Project Experience and References (25 points) - Geographic Considerations (15 points) - Understanding and Implementation Strategy (10 points) Each firm was required to achieve a minimum score of 70 points to be considered for award and placement on the City's Professional Services Roster. The evaluation process occurred from October 1 through October 31, 2025, with final recommendations reviewed by staff in early November. Following evaluation, 30 firms were determined to meet the City's qualification standards across multiple service categories. Awarding these firms under the Professional Services Master Agreement will allow departments to issue project-specific Task Orders throughout Fiscal Years 2026 and 2027. The roster provides flexibility and efficiency for project delivery while ensuring compliance with state procurement laws and maintaining competitiveness for professional services.	

The agreements will cover Fiscal Years 2026 and 2027, with the option for up to three one-year extensions (FY 2028–2030).

Task Orders will be executed on a project-by-project basis, defining scope, schedule, and compensation.

Each Master Agreement requires City Council approval and Mayor signature prior to execution.

Use of the roster does not guarantee a minimum amount of work for any consultant.

Selection for individual projects will be based on qualifications and expertise relevant to each task.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

There is no direct fiscal impact associated with the approval of these agreements. Costs for professional services will be incurred only as individual Task Orders are issued and will be funded through approved departmental budgets, capital improvement funds, or external grant funding sources as applicable.

Each Task Order will include a not-to-exceed amount based on the negotiated scope and rates, and will be subject to the City's approval authority thresholds—requiring authorization by the Department Director, Mayor, or City Council, depending on the dollar amount and funding source. This ensures that all expenditures remain compliant with City procurement policies and financial controls.

ACTION PROPOSED

Staff requests that the City Council approve the award of thirty (30) Professional Services Master Agreements under RFQ-26-002, authorizing the Mayor to execute the agreements for Fiscal Years 2026 and 2027, with the option for three (3) one-year extensions at the City's discretion.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND ALLWEST TESTING & ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and AllWest Testing & Engineering, Inc., Corporation located at 690 W Capstone Ct., Hayden Idaho 83835 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **5. Geotechnical Investigation, 8. Construction Administration/Management/Inspection, 11. Environmental.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Kevin Funke, P.E. Area Manager

Contact Name, Position

kfunke@allwesttesting.com

Email Address

2705 E. Main St.

Address

Lewiston, ID 83501

City, State, Zip

City:

City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Kevin Funke

By: Kevin Funke, P.E.

Title: Area Manager

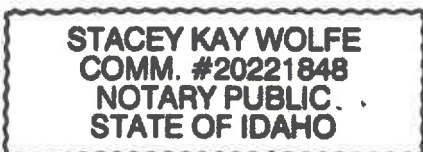
(Type name and title)

STATE OF IDAHO

) ss.

County of NEZ PERCE

On this 16 day of November 2025, before me, a Notary Public, personally appeared KEVIN FUNKE, known or identified to me as the AREA MANAGER of ALLWEST, and stated they have the authority to execute this instrument on behalf of ALLWEST, and did execute this instrument on behalf of ALLWEST.



Stacey Wolfe

Notary Public for the State of IDAHO

Commission Expires 4/11/28

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
 - F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND ARCHITECTS WEST**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Architects West, a Corporation located at 210 E Lakeside Ave, Coeur d’Alene, ID 83814 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category(ies) for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Category(ies) Awarded: **6. Building Design, Improvements, and Expansions and 7.**

Landscape Design.

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category(ies).

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category(ies) awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

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2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

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5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

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GENERAL PROVISIONS

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B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Marcus Valentine, Principal

Contact Name, Position

marcusv@architectswest.com

Email Address

210 East Lakeside Ave

Address

Coeur d'Alene, ID 83814

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

[Signature]

By: _____
Marcus E Valentine

Title: _____
Principal

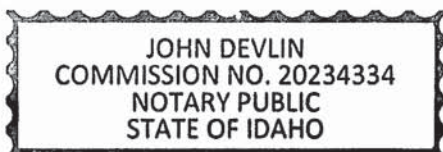
(Type name and title)

STATE OF Idaho)

) ss.

County of Kootenai)

On this 6th day of November 2025, before me, a Notary Public, personally appeared Marcus Valentine, known or identified to me as the Principal of architects west, and stated they have the authority to execute this instrument on behalf of architects west, and did execute this instrument on behalf of architects west.



[Signature]
Notary Public for the State of Idaho
Commission Expires 10/20/26

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND ARDURRA**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Ardurra Group, Inc, Corporation, located at 4921 Memorial Highway Ste 300, Tampa, Florida 33634 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **3. Flood Control Systems, 4. Roads & Bridges, 10. Transportation Planning/Traffic Studies, and 11. Environmental.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Bryan D. Martin, NW Transportation Services Manager

Contact Name, Position

BMartin@ardurra.com

Email Address

1144 South Silverstone Way, Suite 320

Address

Meridian, ID 83642

City, State, Zip

City: City of Lewiston

Attn: Purchasing
P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

_____ Ardurra Group, Inc. _____

By: Bryan D. Martin, PE

Title: NW Transportation Services Manager

(Type name and title)

STATE OF Idaho)

) ss.

County of Ada)

On this 7th day of November 2025, before me, a Notary Public, personally appeared Bryan Martin, known or identified to me as the Client Manager of Ardurra Group, Inc., and stated they have the authority to execute this instrument on behalf of Ardurra Group, Inc., and did execute this instrument on behalf of Ardurra Group, Inc.

Edward Savre

Notary Public for the State of Idaho

Commission Expires 2/10/2029

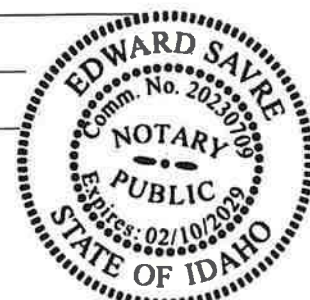


EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND BRECKON LAND DESIGN**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Breckon Land Design Incorporated, Corporation located at 6661 N. Glenwood St., Garden City Idaho 83714 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **7. Landscape Design.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Breckon Land Design Inc.

Contact Name, Position

JON BRECKON

Email Address

j.breckon@bldi.co

Address

6661 N. Glenwood St. Grarden City, ID 83713

City, State, Zip

208-949-5153

City:

City of Lewiston

Attn: Purchasing
P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Breckon Land Design Inc.

By: Jon Breckon

Title: President

(Type name and title)

STATE OF Idaho

) ss.

County of Ada

On this 7th day of November 2025, before me, a Notary Public, personally appeared Jon F Breckon, known or identified to me as the President of Breckon Land Design and stated they have the authority to execute this instrument on behalf of Breckon Land Design, and did execute this instrument on behalf of Breckon Land Design.



EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
- F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
- G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
- H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
- I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND BUDINGER & ASSOCIATES**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Budinger & Associates Inc., Corporation located at 1101 N. Fancher Rd., Rathdrum, Washington, 99212 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.

Category Awarded: **5. Geotechnical Investigation.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

John Finnegan, Principal
Contact Name, Position
jfinnegan@bodingerinc.com
Email Address
1101 N. Fancher Road
Address
Spokane, WA 99212
City, State, Zip

City: City of Lewiston
Attn: Purchasing
P.O. Box 617
Lewiston, Idaho 83501
purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.



IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

John Finnegan

By: John Finnegan

Title: Principal

(Type name and title)

STATE OF WA

) ss.

County of Spokane

On this 3rd day of November 2025, before me, a Notary Public, personally appeared John Finnegan, known or identified to me as the Principal of Budinger & Assoc, and stated they have the authority to execute this instrument on behalf of Budinger & Assoc, and did execute this instrument on behalf of Budinger & Assoc.

Rikki Andrews

Notary Public for the State of WA

Commission Expires 3/27/2027

RIKKI ANDREWS
Notary Public
State of Washington
License Number 206504
My Commission Expires
March 23, 2027

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
 - F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND CIVTECH, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and CivTech, Inc., Corporation, located at 10605 N. Hayden Rd. Ste. 140, Scottsdale, Arizona 85260 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **10. Transportation Planning/Traffic Studies.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Dawn D Cartier - President

Contact Name, Position

dcartier@civtech.com

Email Address

10605 N Hayden Road, Suite 140

Address

Scottsdale, Arizona 85260

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]



By: Dawn D Cartier

Title: President

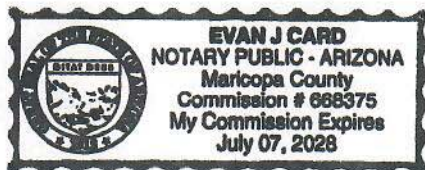
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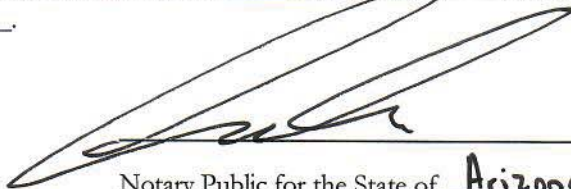
STATE OF AZ

) ss.

County of Maricopa

On this 8 day of November 2025, before me, a Notary Public, personally appeared Dawn Cartier, known or identified to me as the President of Civitech, and stated they have the authority to execute this instrument on behalf of Civitech, and did execute this instrument on behalf of Civitech.





Notary Public for the State of Arizona
Commission Expires July 07, 2028

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND CLEARWATER FINANCIAL LLC**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Clearwater Financial LLC, Corporation located at 1996 E. Handel Ct. Meridian, Idaho 83646 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **13. Developing Financing/Funding Applications.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Cameron Arial

Contact Name, Position

carial@clearwaterfinancial.biz

Email Address

1996 E Handel Ct

Address

Meridian, Idaho 83646

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

[Signature]

By: Jace Perry

Title: Chief Operating Officer

(Type name and title)

STATE OF Idaho)

) ss.

County of Ada)

On this 11 day of November 2025, before me, a Notary Public, personally appeared Jace Perry, known or identified to me as the COO of Clearwater Financial, and stated they have the authority to execute this instrument on behalf of Clearwater Financial, and did execute this instrument on behalf of Clearwater Financial.



[Signature]

Notary Public for the State of Idaho

Commission Expires 01/21/2031

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND COFFMAN ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Coffman Engineers, Inc., Corporation located at 1101 2nd Ave Ste. 400, Seattle Washington 98101 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater Systems, 2. Storm Water Systems, 6. Building Design, Improvements, & Expansions, 12. Other General Engineering Needs.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

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M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

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1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Zachary Yarbrough, Principal

Contact Name, Position

zachary.yarbrough@coffman.com

Email Address

221 N. Wall Street, Ste 500

Address

Spokane, WA 99201

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Coffman Engineers

By: *[Signature]*

Title: Zachary Yarbrough, Principal

(Type name and title)

STATE OF WA)

) ss.

County of Spokane

On this 10 day of November 2025, before me, a Notary Public, personally appeared Zachary Yarbrough known or identified to me as the Principal of Coffman Engineers and stated they have the authority to execute this instrument on behalf of Coffman Engineers and did execute this instrument on behalf of Coffman Engineers



Pamela Gratz
Notary Public for the State of WA
Commission Expires 1-1-27

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND COMMONSTREET CONSULTING LLC**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Commonstreet Consulting LLC, Limited Liability Company located at 16789 39th Avenue NE, Seattle, Washington 98155 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.

Category Awarded: **12. Other General Engineering Needs.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the

Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is

terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant

to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

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5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment

of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

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III.

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1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Commonstreet Consulting, LLC

Contact Name, Position

Morgan Bishop, Sr. PM

Email Address

morgan@csrow.com

Address

PO Box 10391

City, State, Zip

Spokane, WA 99209

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance

of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public

inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Commonstreet Consulting, LLC

By: Kari Lowe

Title: Kari Lowe, CEO

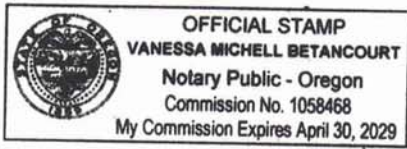
(Type name and title)

STATE OF Oregon

) ss.

County of Marion

On this 10 day of November 2025, before me, a Notary Public, personally appeared Kari Ann Lowe, known or identified to me as the CEO of CommonStreet Consulting, LLC, and stated they have the authority to execute this instrument on behalf of CommonStreet Consulting, LLC, and did execute this instrument on behalf of CommonStreet Consulting, LLC.



Vanessa Betancourt

Notary Public for the State of Oregon

Commission Expires April 30, 2029

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
 - F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND CONSOR NORTH AMERICA, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Consor North America, Inc., Corporation located at 155 N. Wacker Dr. Ste. 4150, Chicago, Illinois 60606 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater, 2. Storm Water Systems, 3. Flood Control Systems, 4. Roads & Bridges, and 8. Construction Administration/Management/Inspection.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Jonathan Gellings, Principal Engineer

Contact Name, Position

jonathan.gellings@consoreng.com

Email Address

300 E. Mallard Drive, Suite 350

Address

Boise, ID 83706

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. **CHOICE OF LAW:** This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. **SEVERABILITY:** In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. **SURVIVAL:** Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. **MODIFICATIONS:** This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Conser North America, Inc.

Digitally signed by Jonathan M Gellings
Date: 2025.11.07 08:21:06-07'00'

By: _____

Title: Jonathan Gellings, Principal Engineer

(Type name and title)

STATE OF IDAHO)

) ss.

County of Ada)

On this 10th day of November 2025, before me, a Notary Public, personally appeared Jonathan Gellings known or identified to me as the Principal Engineer Conser NA, and stated they have the authority to execute this instrument on behalf of Conser N.A., and did execute this instrument on behalf of Conser N.A.



Christine Collings
Notary Public for the State of Idaho
Commission Expires September 8, 2031

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND DESIGN WEST ARCHITECTS, P.A.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Design West Architects, P.A., Professional Service Corporation located at 216 SW 5th Ave. Ste. 100, Meridian, Idaho 83642 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **6. Building Design, Improvements & Expansions.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Ned Warnick, Principal

Contact Name, Position

nwarnick@designwestpa.com

Email Address

254 East Main Street

Address

Pullman, WA. 99163

City, State, Zip

City: City of Lewiston

Attn: Purchasing
P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Ned Warnick

By: Ned Warnick

Title: Principal

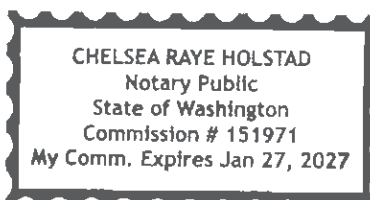
(Type name and title)

STATE OF Washington

) ss.

County of Whitman)

On this 10th day of November 2025, before me, a Notary Public, personally appeared Ned Warnick, known or identified to me as the Principal of Design West, and stated they have the authority to execute this instrument on behalf of Design West, and did execute this instrument on behalf of Design West.



Chelsea Raye Holstad
Notary Public for the State of Washington
Commission Expires Jan. 27, 2027

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND GEOPROFESSIONAL INNOVATION CORP.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Geoprofessional Innovation Corporation, Corporation located at 6 O’Donnell Rd., Pullman Washington 99163 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **5. Geotechnical Investigation, 8. Construction Administration/Management/Inspection, and 11. Environmental.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

GeoProfessional Innovation Corporation
Contact Name, Position
Travis Wambeke, CEO
Email Address
twambeke@geoprocorp.com
Address
6 O'Donnell Rd., Pullman, WA 99163
City, State, Zip

City: City of Lewiston
Attn: Purchasing
P.O. Box 617
Lewiston, Idaho 83501
purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this 6th day of November 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

GeoProfessional Innovation Corporation

By: Travis Wambake

Title: C.E.O.

(Type name and title)

STATE OF Idaho

) ss.

County of Latah

On this 6th day of November 2025, before me, a Notary Public, personally appeared Travis Wambake, known or identified to me as the CEO of GPI, and stated they have the authority to execute this instrument on behalf of GPI, and did execute this instrument on behalf of GPI.



Mary Gregory

Notary Public for the State of Idaho

Commission Expires 7-18-30

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
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Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
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 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND GGLO LLC**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and GGLO LLC, Limited Liability Company located at 1135 S. 5th St. Ste. 200, Boise Idaho 83702 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **7. Landscape Design**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the

Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is

terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant

to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment

of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

GGLO, LLC

Contact Name, Position
Mark Sindell, Owner

Email Address
msindell@gglo.colm

Address
113 S 5th Street

City, State, Zip
Boise, ID 83702

City: City of Lewiston

Attn: Purchasing
P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. **CHOICE OF LAW:** This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. **SEVERABILITY:** In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. **SURVIVAL:** Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. **MODIFICATIONS:** This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. **PERFORMANCE/WAIVER:** No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance

of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public

inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

6660
MANK SIMBEN

By: MANK SIMBEN

Title: OWNER

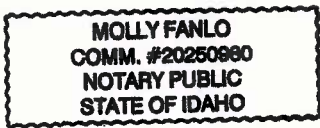
(Type name and title)

STATE OF Idaho)

) ss.

County of Ada)

On this 7 day of November 2025, before me, a Notary Public, personally appeared MANK SIMBEN, known or identified to me as the OWNER of 6660, and stated they have the authority to execute this instrument on behalf of 6660, and did execute this instrument on behalf of 6660.



Molly Fanlo

Notary Public for the State of Idaho
Commission Expires 3/10/2031

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND GREAT WEST ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Great West Engineering, Inc., Corporation located at 250 Helen P Clarke St. Helena, MT 59601 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater, 2. Storm Water Systems, 3. Flood Control Systems, 8. Construction Administration/Management/Inspection, 9. Land Use Planning, 12. Other General Engineering Needs, 13. Developing Financing/Funding Applications.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Kasey Ketterling, Project Manager

Contact Name, Position

kketterling@greatwesteng.com

Email Address

1921 E. Overland Road

Address

Meridian, ID 83642

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

By: William Lloyd

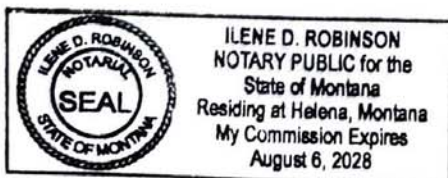
Title: President
(Type name and title)

STATE OF Montana

) ss.

County of Lewis & Clark

On this 10th day of November 2025, before me, a Notary Public, personally appeared William Lloyd known or identified to me as the president of Great West Eng. and stated they have the authority to execute this instrument on behalf of Great West Eng. and did execute this instrument on behalf of Great West Eng.



Ilene D. Robinson
Notary Public for the State of Montana
Commission Expires August 6, 2028

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND GEOTECHNICAL RESOURCES INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Geotechnical Resources, Inc., Corporation located at 16520 SW Upper Boones Ferry Rd Ste. 100, Tigard Oregon 97224 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **5. Geotechnical Investigation.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

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M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

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2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Nicholas Hatch, PE / Associate, Coeur d'Alene Office Mgr.

Contact Name, Position

nhatch@gri.com

Email Address

3731 N. Ramsey Road, Ste. 105

Address

Coeur d'Alene, ID, 83815

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Matthew S Shanahan

By: Matthew S Shanahan

Title: Principal

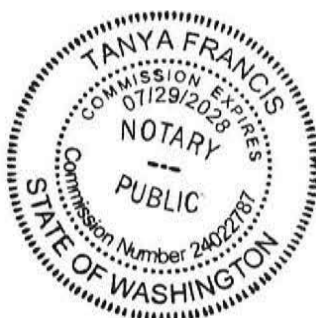
(Type name and title)

STATE OF Washington

) ss.

County of Clark)

On this 12th day of November 2025, before me, a Notary Public, personally appeared _____, known or identified to me as the Matthew Shanahan of GRI, and stated they have the authority to execute this instrument on behalf of GRI, and did execute this instrument on behalf of GRI.



Tanya Francis

Notary Public for the State of Washington

Commission Expires 07/29/28

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
 - F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND HDR ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and HDR Engineering, Inc., Corporation located at 8404 Indian Hills Dr., Omaha Nebraska 68114 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **2. Storm Water Systems, 3. Flood Control Systems.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

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B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Jon Osier, Vice President

Contact Name, Position

jon.osier@hdrinc.com

Email Address

412 E Parkcenter Blvd, Suite 100

Address

Boise, ID 83706-6659

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Jon Osier

By: Jon Osier

Title: Vice President

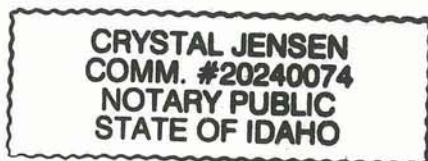
(Type name and title)

STATE OF Idaho)

) ss.

County of Ada)

On this 10th day of November 2025, before me, a Notary Public, personally appeared Jon Osier, known or identified to me as the Vice President of HDR, and stated they have the authority to execute this instrument on behalf of HDR, and did execute this instrument on behalf of HDR.



Crystal Jensen

Notary Public for the State of Idaho
Commission Expires January 5th, 2030

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND HMH, LLC**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and HMH LLC, Limited Liability Company located at 3882 N Schreiber Way Ste. 104, Coeur d’Alene Idaho 83815 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **3. Flood Control Systems, 4. Roads & Bridges, 8. Construction Administration/Management/Inspection, 9. Land Use Planning, 12. Other General Engineering Needs.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category(ies) awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Justin Shaw, Department Manager

Contact Name, Position

jshaw@hmmh-llc.com

Email Address

324 20th Street N

Address

Lewiston, ID 83501

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

HMH, LLC

By: Justin Shaw

Title: Justin Shaw, Department Manager

(Type name and title)

STATE OF Idaho)

) ss.

County of Kootenai)

On this 10th day of November 2025, before me, a Notary Public, personally appeared Justin Shaw, known or identified to me as the Department Manager of HMH, LLC, and stated they have the authority to execute this instrument on behalf of HMH, LLC, and did execute this instrument on behalf of HMH, LLC.

MALINDA BECKER
COMM. #20203294
NOTARY PUBLIC
STATE OF IDAHO

Malinda Becker
Notary Public for the State of Idaho
Commission Expires 8-28-2026

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND J-U-B ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and J-U-B Engineers, Inc., Corporation located at 2760 W Excursion Ln. Ste. 400, Meridian Idaho 83642 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater Systems, 2. Storm Water Systems, 3. Flood Control Systems, 4. Roads & Bridges, 7. Landscape Design, 8. Construction Administration/Management/Inspection, 9. Land Use Planning, 10. Transportation Planning/Traffic Studies, 11. Environmental, 12. Other General Engineering Needs.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in

performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS: If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A.

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

JUB Engineers, Inc
Attn: Kayla Brown, Area Manager

Contact Name, Position

Kbrown@jub.com

Email Address

846 6th street

Address

Clarkston, WA 99403

City, State, Zip

City:

City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Kayla Brown

By: Kayla Brown

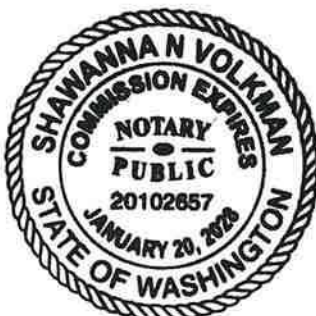
Title: Area Manager
(Type name and title)

STATE OF Washington

) ss.

County of Asotin)

On this 5 day of November 2025, before me, a Notary Public, personally appeared Kayla Brown, known or identified to me as the Area Manager of J-U-B Engineers, LLC, and stated they have the authority to execute this instrument on behalf of J-U-B Engineers, and did execute this instrument on behalf of J-U-B Engineers.



Shawanna N Volkman

Notary Public for the State of Washington

Commission Expires 1/20/2028

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
- F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
- G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
- H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
- I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND KELLER ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Keller Associates, Inc., Corporation located at 100 E Bower St. Ste. 110, Meridian Idaho 83642 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater Systems, 2. Storm Water Systems, 3. Flood Control Systems, 4. Roads & Bridges, 6. Building Design, Improvements & Expansions, 8. Construction Administration/Management/Inspection, 10. Transportation Planning/Traffic Studies, 12. Other General Engineering Needs, 13. Developing Financing/Funding Applications.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in

performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant: Keller Associates, Inc.
Stillman Norton, Principal

Contact Name, Position
stillman@kellerassociates.com

Email Address
733 5th Street, Suite A

Address
Clarkston, WA 99403

City, State, Zip

City: City of Lewiston
Attn: Purchasing
P.O. Box 617
Lewiston, Idaho 83501
purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

KELLER ASSOCIATES, INC.

Stillman Norton

By: Stillman Norton

Title: Principal

(Type name and title)

STATE OF Idaho)

) ss.

County of Ada)

On this 7th day of November 2025, before me, a Notary Public, personally appeared Stillman Norton, known or identified to me as the Principal of Keller Associates, Inc., and stated they have the authority to execute this instrument on behalf of Keller Associates, Inc., and did execute this instrument on behalf of Keller Associates, Inc.



Katrina Oksten

Notary Public for the State of Idaho

Commission Expires 08-12-2030

EXHIBIT A

INSURANCE

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INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
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 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
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 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
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 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND KELTIC ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Keltic Engineering, Inc., Corporation located at 315 Adams Ln., Lewiston Idaho 83501 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **6. Building Design, Improvements, & Expansions.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

LISA HASENDEHL, SECRETARY

Contact Name, Position

lisa.h@kelticengr.com

Email Address

315 ADAMS LN

Address

LEWISTON, ID 83501

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

By: Lisa Hasselgren

Title: SECRETARY/BUSINESS MANAGER

(Type name and title)

STATE OF IDAHO)

) ss.

County of NEZ PERCE)



On this 6TH day of NOVEMBER 2025, before me, a Notary Public, personally appeared LISA HASSELGREN, known or identified to me as the SECRETARY of KELTIC ENGINEERING, INC. and stated they have the authority to execute this instrument on behalf of KELTIC ENGINEERING, INC. and did execute this instrument on behalf of KELTIC ENGINEERING, INC.

[Signature]

Notary Public for the State of IDAHO
Commission Expires 11/28/2030

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
 - F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARTIN INSURANCE, INC 1122 IDAHO STREET P.O. BOX 699 LEWISTON ID 83501-0699	CONTACT NAME: Sherry Gillispie PHONE (A/C, No, Ext): (208) 743-6543 FAX (A/C, No): (208) 746-7071 E-MAIL ADDRESS: sherry@martininsure.com
INSURED Keltic Engineering, Inc. 315 Adams Lane Lewiston ID 83501	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Co. INSURER B: Idaho State Ins Fund INSURER C: National Casualty Co. INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 25-26

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		680-0J543549	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		BA6R8963262147G 02587275-0	4/19/2025 3/15/2025	4/19/2026 3/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			CUP-6F442437	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	594529	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			JEO0000375	4/27/2025	4/27/2026	EACH CLAIM \$2,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY POLICY FORMS INCLUDE PRIMARY AND NON-CONTRIBUTORY, ADDITIONAL INSURED AND WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED STATUS EXTENDS TO ONGOING AND COMPLETED OPERATIONS PER FORM CGD3810907. AUTOMOBILE BLANKET ADDITIONAL INSURED ENDORSEMENT PROVIDED BY FORM CAT4200215 WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LEWISTON PO BOX 617 LEWISTON, ID 83501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Martin Jr (Jay)/SG <i>Mike Martin Jr.</i>
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**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND KIMLEY-HORN AND ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Kimley-Horn and Associates, Inc., Corporation located at 421 Fayetteville St. Ste. 600, Raleigh North Carolina (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. **Categories Awarded: 2. Storm Water Systems, 4. Roads & Bridges, 10. Transportation Planning/Traffic Studies.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims caused by any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is

terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant

to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment

of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. **PAYMENT:** City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. **PAYROLL TAXES:** Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. **TERM AND RENEWAL:** The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. **TERMINATION:** This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant: Kimley-Horn and Associates

Contact Name, Position
Anthony Newton, P.E., Contract Manager

Email Address
Anthony.Newton@kimley-horn.com

Address
1100 W Idaho St Suite 210, Boise, ID 83702

City, State, Zip

City: City of Lewiston

Attn: Purchasing
P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance

of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public

inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Amy Garinger

By: Amy Garinger

Title: Associate, Authorized signer
(Type name and title)

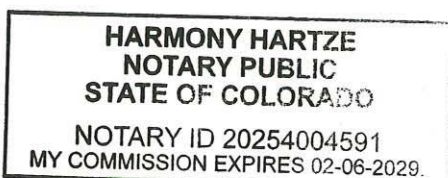
» MP 87

STATE OF Colorado

) ss.

County of Arapahoe)

On this 10 day of November 2025, before me, a Notary Public, personally appeared Amy Garinger, known or identified to me as the Authorized Signer of Kimley-Horn, and stated they have the authority to execute this instrument on behalf of Kimley-Horn, and did execute this instrument on behalf of Kimley-Horn.



Harmony Hartzel
Notary Public for the State of Colorado
Commission Expires 2-06-2029

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND KITTELSON & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Kittelson & Associates, Inc., Corporation located at 225 E. Robinson St. Ste. 355, Orlando Florida 32801 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **4. Roads & Bridges, 10. Transportation Planning/Traffic Studies.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Wende Wilber, Senior Principal Planner

Contact Name, Position

wwilber@kittelso.com

Email Address

202 East Spokane Falls Boulevard, Suite 303

Address

Spokane, WA 99202

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

[eSigned by Black Knight EXP-DocVerify: 2025-11-06 15:55:27 EST]
 11/6/2025
6474863-39156692-41785935

By: Wende Wilber

Title: Senior Principal Planner

(Type name and title)

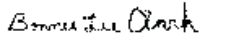
STATE OF Virginia)

) ss.

County of Fairfax)

On this 6th day of November 2025, before me, a Notary Public, personally appeared Wende Wilber, known or identified to me as the Senior Principal Planner of Kittelson & Associates, Inc., and stated they have the authority to execute this instrument on behalf of Kittelson & Associates, Inc., and did execute this instrument on behalf of Kittelson & Associates, Inc.

BONNIE LEE CLARK
Electronic Notary Public
Commonwealth of Virginia
Commission No. 7844836
My Commission Expires Jul 31, 2027

[eSigned by Black Knight EXP-DocVerify: 2025-11-06 15:55:50 EST]
 11/6/2025
6474863-39156692-395241

Notary Public for the State of Virginia
Commission Expires 31 July 2027

Notarial Act Performed by Audio visual communication

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**City of Lewiston
Rate Schedule
As of November 2025**

Classification	Hourly Rate	Overhead @ 207.44%	Profit @ 12%	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$101.08	\$209.68	\$37.29	\$348.05
Wilber, Wende	\$88.73	\$184.05	\$32.73	\$305.51
Principal Engineer/Planner	\$80.50	\$166.99	\$29.70	\$277.19
Reed, Evan	\$78.57	\$162.99	\$28.99	\$270.55
Associate Engineer/Planner	\$73.78	\$153.05	\$27.22	\$254.05
McFadden, Ryan	\$77.91	\$161.62	\$28.74	\$254.05
Ulrich, Mike	\$72.51	\$150.42	\$26.75	\$249.69
Wismer, Fred	\$79.56	\$165.04	\$29.35	\$254.05
Senior Engineer/Planner	\$63.89	\$132.53	\$23.57	\$219.99
Nuxoll, Lauren	\$57.38	\$119.03	\$21.17	\$197.59
Purser, Krista	\$63.29	\$131.30	\$23.35	\$217.94
Engineer/Planner	\$52.47	\$108.84	\$19.36	\$180.67
Popp, Katie	\$46.87	\$97.23	\$17.29	\$161.40
Winter, Allison	\$43.80	\$90.85	\$16.16	\$150.80
Transportation Analyst	\$43.04	\$89.28	\$15.88	\$148.20
Scott, Wade	\$38.94	\$80.79	\$14.37	\$134.10
Technician I	\$34.06	\$70.65	\$12.57	\$117.28
Technician II	\$41.73	\$86.56	\$15.40	\$143.69
Senior Technician	\$58.83	\$122.04	\$21.70	\$202.57
Associate Technician	\$58.83	\$122.04	\$21.70	\$202.57
Office Support	\$34.06	\$70.65	\$12.57	\$117.28
Data Analyst / Software Technician	\$67.00	\$138.98	\$24.72	\$230.70
Senior Data Scientist/Developer	\$67.00	\$138.98	\$24.72	\$230.70

**Not-to-Exceed WSDOT approved maximum classification rates are shown above along with actual rates for key personnel. These rates were escalated for budgeting purposes. Actual wage rates will be invoiced with a standard multiplier for all time and material efforts.*

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND KNIT CORPORATION**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Knit, Corporation located at 7250 Peak Dr. Ste. 216, Las Vegas Nevada 89128 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **6. Building Design, Improvements, & Expansions.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Victoria Cousino, Associate Principal

Contact Name, Position

victoriac@knitstudios.com

Email Address

7250 Peak Drive, Suite 216

Address

Las Vegas, NV 89128

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

V. A. C.

By: VICTORIA COUSINO, AIA

Title: STUDIO LEADER / ASSOC. PRIN.

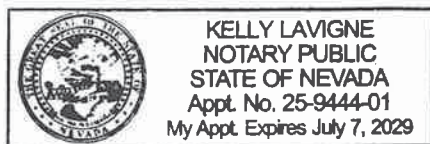
(Type name and title)

STATE OF NEVADA)

) ss.

County of CLARK)

On this 11th day of NOVEMBER 2025, before me, a Notary Public, personally appeared VICTORIA COUSINO, known or identified to me as the ASSOC. PRINCIPAL of KNIT, and stated they have the authority to execute this instrument on behalf of KNIT, and did execute this instrument on behalf of KNIT.



Kelly Lavigne
Notary Public for the State of NEVADA
Commission Expires 7/7/29

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND MERRICK & COMPANY**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Merrick & Company, a corporation located at 8051 E. Maplewood Ave. Ste. 300, Greenwood Village, Colorado 80111 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, the CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, the services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater Systems, 2. Storm Water Systems, 3. Flood Control Systems, 8. Construction Administration/Management/Inspection, 12. Other General Engineering Needs, and 13. Developing Financing/Funding Application for projects.** Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, it is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms therein.

II. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, and as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that

Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. STANDARD OF CARE: Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

A. L. INDEMNIFICATION: INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims are caused by the negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, reasonable attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

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M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's
PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN THE CITY OF LEWISTON AND MERRICK &
COMPANY
Page 4 of 16

race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

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1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more

employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant in writing within twenty-one (21) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.
2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.
3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. TASK ORDERS AND SURVIVAL: The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. NOTICES: All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S.

mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant: Merrick & Company
Ryan Rehder, P.E., Senior Project Manager 504
Main St, Ste. 310
Lewiston, Idaho 83501

City: City of Lewiston
Attn: Purchasing
P.O. Box 617
Lewiston, Idaho 83501
purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, epidemic, pandemic, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of

PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN THE CITY OF LEWISTON AND MERRICK & COMPANY
Page 10 of 16

its obligations hereunder, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City's payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively "Work Product") shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

DATED this 10th day of November 2025.

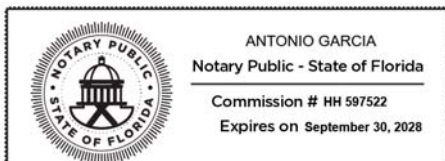
MERRICK & COMPANY

Ryan J Rehder

By: Ryan Rehder, PNW Water Market Leader

STATE OF Florida)
) ss.
County of Broward)

On this 10th day of November 2025, before me, a Notary Public, personally appeared Ryan Rehder, known or identified to me as the PNW Water Market Leader of Merrick & Company, and stated she/he has the authority to execute this instrument on behalf of Merrick & Company, and did execute this instrument on behalf of Merrick & Company.



Antonio Garcia

HH 597522

Antonio Garcia Online Notary

Notary Public for the State of Florida
Commission Expires 09/30/2028

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon full execution of this Agreement and prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates and endorsements required herein shall be mailed to:
- City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501
- D. Certificates must evidence the following stated coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Each Accident:	\$1,000,000 each
accident Bodily Injury by Accident:	\$1,000,000
policy limit Bodily Injury by Disease:	\$1,000,000 each
employee	
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$4,000,000
Product/Completed Operations Aggregate:	\$4,000,000
Personal & Advertising Injury Liability:	\$4,000,000
Per Occurrence:	\$2,000,000
Damage to Rented Premises:	\$ 500,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Required coverage shall be maintained

without interruption from the date City and Consultant fully execute this Agreement and prior to Consultant commencing work under this Agreement through the statute of limitations (or statute of repose, if applicable).

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for \$1,000,000 combined single limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of \$5,000,000 per claim and \$5,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. Continuous or extended reporting coverage shall be maintained a minimum of three (3) years after the Services are last provided under this Agreement.
- E. Consultant shall name the City, its officers, officials, employees, and volunteers ("Additional Insureds") as additional insureds on Consultant's commercial general liability insurance policy and all other liability insurance policies with the exception of the professional liability policy, with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts, or equipment furnished in connection with such work or operations. To the maximum extent permitted by law, the coverage provided to the Additional Insureds under the commercial general liability policy shall be provided by a policy provision or an endorsement that is as least as broad as CG 20 10 07 04 (ongoing operations) in combination with CG 20 37 07 04 (completed operations). Notwithstanding the foregoing, Consultant shall provide ISO Form B - CG 20 10 11 85 or equivalent coverage where available from its carrier. The Additional Insured endorsement must be provided with the certificate of insurance. Such policy provision(s) or endorsement(s) shall further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the Additional Insureds.
- F. Consultant waives all rights against City, its officers, officials, employees, and volunteers for recovery of damages to the extent that damages are covered by commercial general liability, commercial excess/umbrella liability, business automobile liability, workers' compensation or employer's liability insurance, or professional liability insurance maintained pursuant to the requirements of this Agreement.
- G. The Worker's Compensation, Employer's Liability, Professional Liability, Commercial General Liability, and Business Automobile Liability insurance policies carried by Consultant pursuant to this Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
- H. For any policy required of Consultant, any deductible or self-insured retention shall be the sole responsibility of Consultant. Funding of deductibles or self-insured retentions maintained by

Consultant is the sole responsibility of Consultant, including any deductible or self-insured retentions applicable to coverage afforded to City or other Additional Insureds. The coverage afforded to the Additional Insureds must not be conditioned upon payment of any deductible or self-insured retentions.

- I. Consultant shall require that any contractor of any tier retained to fulfill Consultant's duties under this Agreement shall: (1) procure and maintain insurance that complies with the requirements set forth in this Exhibit, including the additional insured, primary and non-contributory, and waiver of subrogation requirements; and (2) provide Consultant with certificates of insurance and endorsements evidencing such coverages and endorsements. Additionally, Consultant shall review such certificates of insurance and endorsements to ensure that the coverages therein evidenced comply with the requirements set forth in this Exhibit. On a case-by-case basis, City may agree to adjust these requirements for any contractor.
- J. Receipt by City of a non-conforming certificate of insurance, policy, or endorsement without objection or City's failure to collect a certificate of insurance shall not waive or alter Consultant's duty to comply with the insurance requirements set forth herein.
- K. Consultant shall keep the insurance policies in effect as long as the Agreement is in effect or as otherwise specified herein, whichever is longer.
- L. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policies.
- M. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 - 1. Order Consultant to stop work under this Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
 - 2. Terminate this Agreement. Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.
- N. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or for property arising from Consultant's, or its subcontractor's, performance of the work covered under this Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND MICHAEL TERRELL – LANDSCAPE ARCHITECTURE, PLLC**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Michael Terrell – Landscape Architecture, PLLC, Limited Liability Company located at 1421 N. Meadowwood Ln. Ste. 150, Liberty Lake Washington 99019 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **7. Landscape Design.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows.

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS: If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Michael Terrell - Landscape Architecture, PLLC

Contact Name, Position

Michael Terrell, PLA / mterrell@mt-la.com

Email Address

1421 N. Meadowwood Lane, Suite 150

Address

Liberty Lake, WA 99019

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

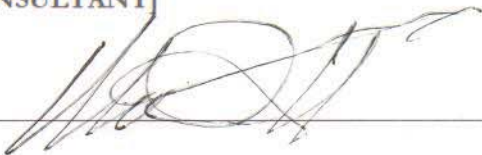
CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]



By: Michael Terrell, PLA

Title: Owner

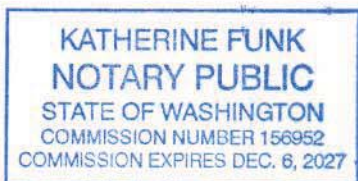
(Type name and title)

STATE OF Washington

) ss.

County of Spokane

On this 5th day of November 2025, before me, a Notary Public, personally appeared Michael Terrell, known or identified to me as the Owner of MT-LA, and stated they have the authority to execute this instrument on behalf of MT-LA, and did execute this instrument on behalf of MT-LA.



Katherine Funk
Notary Public for the State of Washington
Commission Expires December 6, 2027

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
 - City of Lewiston
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND STANTEC CONSULTING SERVICES, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Stantec Consulting Services, Inc., Corporation located at 410 17th St. Ste. 1400, Denver Colorado 80202 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater Systems, 13. Developing Financing/Funding Applications.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

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B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Michael Fuss, PE, DBIA

Contact Name, Position

Michael.Fuss@Stantec.com

Email Address

727 East Riverpark Lane, Ste 150

Address

Boise, ID 83706

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Michael Fuss
By: Michael Fuss, PE, DBIA

Title: Senior Principal

(Type name and title)

STATE OF Idaho)

) ss.

County of Ada)

On this 6th day of November 2025, before me, a Notary Public, personally appeared Michael Fuss, known or identified to me as the Senior Principal of Boise, ID, and stated they have the authority to execute this instrument on behalf of Stanlee Consulting Services, Inc. and did execute this instrument on behalf of Stanlee Consulting Services Inc.

Arnell Vail

Notary Public for the State of Idaho

Commission Expires 9-28-26

ARNELL VAIL
Notary Public - State of Idaho
Commission Number 20203651
My Commission Expires 09-28-2026

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND TAIT & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("Master Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and TAIT & Associates, Inc., Corporation located at 701 N. Parkcenter Dr., Santa Ana California 92705 ("Consultant"). City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **6. Building Design, Improvements, & Expansions.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant: TAIT & Associates, Inc.
Susan Dillingham, Vice President - Architecture

Contact Name, Position
sdillingham@tait.com

Email Address
815 E. Park Blvd., Ste. 201

Address
Boise, ID 83712

City, State, Zip

City: City of Lewiston

Attn: Purchasing
P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

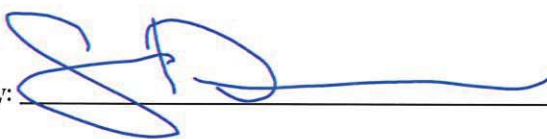
By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

TAIT & Associates, Inc.

By: _____


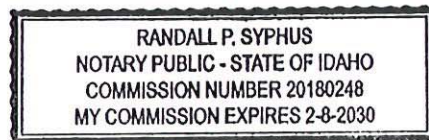
Title: Susan Dillingham, Vice President - Architecture

(Type name and title)

STATE OF Idaho)

) ss.

County of Ada)



On this 10th day of November 2025, before me, a Notary Public, personally appeared Susan Dillingham, known or identified to me as the Vice-President of TAIT & Assoc., Inc., and stated they have the authority to execute this instrument on behalf of TAIT & Assoc., Inc., and did execute this instrument on behalf of TAIT & Assoc., Inc.



Notary Public for the State of Idaho

Commission Expires 2/8/2030

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker's Compensation, Professional Liability, and Employer's Liability.
- F. The Worker's Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
- G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
- H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policy.
- I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND TD&H ENGINEERING**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and TD&H Engineering, Corporation located at 1800 River Dr. N, Great Falls Montana 59401 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **4. Roads & Bridges, 5. Geotechnical Investigation, 6. Building Design, Improvements, & Enhancements, 7. Landscape Design, 12. Other General Engineering Needs.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Marissa Siemens, PE, Regional Manager

Contact Name, Position

marissa.siemens@tdhengineering.com

Email Address

303 E. 2nd Ave

Address

Spokane, WA 99202

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

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reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

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V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT] TD&H ENGINEERING

[Signature]

By: Marissa Siemens

Title: Vice President / Regional Manager

(Type name and title)

STATE OF Washington
) ss.

County of Spokane

On this 7th day of November 2025, before me, a Notary Public, personally appeared Marissa Siemens known or identified to me as the Vice President of Thomas Dean & Hoskins and stated they have the authority to execute this instrument on behalf of Thomas, Dean & Hoskins and did execute this instrument on behalf of Thomas Dean & Hoskins



Laurine Logerwell
Notary Public for the State of Washington
Commission Expires 9/25/2029

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND TRANSPOR GROUP USA, INC.**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Transpo Group USA, Inc., Corporation located at 12131 113th Ave NE Ste. 203, Kirkland Washington 98034 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following category for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score.
Category Awarded: **10. Transportation Planning/Traffic Studies.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded category.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific category awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Karl Typolt, Project Manager

Contact Name, Position

karl.typolt@transpogroup.com

Email Address

12131 113th Ave NE, Suite 203

Address

Kirkland, WA 98034

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Transpo Group USA, Inc. _____

By: Stefanie Herzstein _____

Title: Stefanie Herzstein, Principal _____

(Type name and title)

STATE OF WA)

) ss.

County of King)

On this 10 day of November 2025, before me, a Notary Public, personally appeared Stefanie Herzstein, known or identified to me as the Principal of Transpo Group USA, Inc., and stated they have the authority to execute this instrument on behalf of Transpo Group USA, Inc. and did execute this instrument on behalf of Transpo Group USA, Inc.



Ivy Renfro _____
Notary Public for the State of Washington

Commission Expires 10.21.2028

EXHIBIT A

INSURANCE

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INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
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- City of Lewiston
- P.O. Box 617
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- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
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 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
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Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
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 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.

**PROFESSIONAL SERVICES MASTER AGREEMENT BETWEEN
THE CITY OF LEWISTON AND WELCH COMER ENGINEERS**

THIS PROFESSIONAL SERVICES MASTER AGREEMENT (“Master Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Welch Comer Engineers, Corporation located at 330 E Lakeside Ave. Ste. 101, Coeur d’Alene Idaho 83814 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, CITY desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order; and

WHEREAS, CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement.

WHEREAS, The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order, which shall be attached and incorporated herein upon execution, and

WHEREAS, The services to be performed under this Agreement shall be limited to the following categories for which the CONSULTANT has been selected and awarded, based on their qualifications and evaluation score. Categories Awarded: **1. Water and Wastewater Systems, 2. Storm Water Systems, 4. Roads & Bridges, 8. Construction Administration/Management/Inspection, 10. Transportation Planning/Traffic Studies, 12. Other General Engineering Needs, and 13. Developing Financing/Funding Applications.**

Each Task Order issued under this Agreement shall specify the scope, schedule, compensation, and deliverables related to the awarded categories.

WHEREAS, It is understood and agreed that the CONSULTANT is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and the CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

NOW, THEREFORE, in consideration of the mutual covenants and Master Agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform professional services within the specific categories awarded under this Agreement, as set forth in any corresponding Task Orders.

B. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

C. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

D. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's Subconsultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

E. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

F. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

G. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Master Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

H. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Master Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

I. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Master Agreement without prior written approval from City.

J. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Master Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Master Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Master Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Master Agreement is terminated or expired, as well as while this Master Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

N. PERSONNEL: In providing Services under this Master Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

O. NON-EXCLUSIVE: Consultant acknowledges that this Master Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Master Agreement.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Master Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Master Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Master Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Master Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Master Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Master Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Master Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A

5. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Master Agreement; except where the Master Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Master Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the services performed pursuant to this Master Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from date of execution, through September 30, 2027. City may, solely at its option, renew this Agreement for three additional one-year terms. Each renewal term shall commence on October 1 following the adoption of the City budget and shall terminate on September 30 of the following calendar year.

B. TERMINATION: This Master Agreement may be terminated only as follows:

1. City may terminate this Master Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Master Agreement only if City defaults on its obligations under this Master Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

3. City may terminate this Master Agreement in the event that City does not appropriate funds for the Master Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Master Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Master Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Master Agreement for all Services performed through the date of termination.

C. **TASK ORDERS AND SURVIVAL:** The terms and conditions of this Master Agreement shall apply to all task orders made pursuant to this Master Agreement until: (1) all tasks are completed and accepted by City, regardless of whether this Master Agreement is terminated in the interim; or (2) tasks are cancelled via a duly approved change order.

D. **NOTICES:** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Master Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Master Agreement.

Consultant:

Matt Gillis, P.E., Vice President

Contact Name, Position

mgillis@welchcomer.com

Email Address

330 E Lakeside Ave, Ste 101

Address

Coeur d'Alene, ID 83814

City, State, Zip

City: City of Lewiston

Attn: Purchasing

P.O. Box 617

Lewiston, Idaho 83501

purchasing@cityoflewiston.org

E. CHOICE OF LAW: This Master Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Master Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

F. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Master Agreement is reasonably capable of completion.

G. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Master Agreement concerning the non-appropriation of funds for this Master Agreement, all covenants, conditions, indemnifications, and other elements in this Master Agreement that might involve performance subsequent to any termination or expiration of this Master Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Master Agreement shall survive.

H. MODIFICATIONS: This Master Agreement may be modified or amended only by a writing duly executed by both Parties.

I. PERFORMANCE/WAIVER: No waiver of any provision of this Master Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Master Agreement, or the waiver by any Party of any breach of this Master Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

J. SUCCESSORS AND ASSIGNS: This Master Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

K. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

L. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Master Agreement to enforce the terms of this Master Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

M. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Master Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Master Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Master Agreement so far as reasonably practicable.

N. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Master Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

O. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

P. NON-ENDORSEMENT AND PUBLICITY: City is not endorsing Consultant’s products or services or suggested that they are the best or only solution to City’s needs. Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

Q. COUNTERPARTS: This Master Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Master Agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Master Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City’s payment to Consultant as provided in this Master Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively “Work Product”) shall be the property of City. Use or

reuse of Work Product for any purpose other than intended by this Master Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Master Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Master Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. MERGER AND INTEGRATION: This writing embodies the whole Master Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Master Agreement. All previous and contemporaneous communications, representations, or Master Agreements, either verbal or written, between the Parties are superseded by this Master Agreement.

V. HEADINGS: The headings in this Master Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement or any provisions herein.

W. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Master Agreement.

X. NON-EXCLUSIVE REMEDIES: No provision in this Master Agreement made for the purpose of securing enforcement of the terms and conditions of this Master Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the day and year written below.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

[CONSULTANT]

Welch Comer Engineers

By: Philip Boyd

Title: Philip Boyd, P.E., President

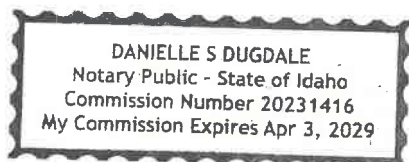
(Type name and title)

STATE OF Idaho)

) ss.

County of Lewiston)

On this 10th day of November 2025, before me, a Notary Public, personally appeared Philip Boyd, known or identified to me as the President of Welch Comer Engineers, and stated they have the authority to execute this instrument on behalf of Welch Comer Engineers and did execute this instrument on behalf of Welch Comer Engineers.



Danielle Dugdale
Notary Public for the State of Idaho
Commission Expires April 3, 2029

EXHIBIT A

INSURANCE

EXHIBIT A

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Master Agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable
- City of Lewiston
- P.O. Box 617
- Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$500,000 policy limit
 - Bodily Injury by Disease: \$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000

The Commercial General Liability (“CGL”) insurance policy shall be written on an “Occurrence” form and shall cover liability arising from premises, operations, independent Consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Master Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Master Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Master Agreement.
- E. Consultant shall name City as an additional insured to each policy, except Worker’s Compensation, Professional Liability, and Employer’s Liability.
 - F. The Worker’s Compensation, Professional Liability, and Commercial General Liability insurance policies carried by Consultant pursuant to this Master Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
 - G. Consultant shall keep the insurance policy in effect as long as the Master Agreement is in effect.
 - H. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant’s policy.
 - I. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Master Agreement,

2. Order Consultant to stop work under this Master Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
3. Terminate this Master Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- J. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or property from Consultant's, or its sub Consultant's, performance of the work covered under this Master Agreement.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-52	AGENDA NO. V. D. AGENDA DATE: November 24, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Resolution 2014-8, approved by City Council on 2/24/2014 is for the original Project Development (PD) Agreement with Idaho Transportation Department (ITD) for Project No. A013(443) Snake River Ave: Southway BR to 11th Ave, Lewiston Nez Perce County, Key No. 13443. The first Professional Services Agreement (PSA) No. 8976 with Horrocks Engineers, Inc. for the expenditure of project funds for PD was completed. Recently, on October 13, 2025, Council approved the final Right-of-Way (ROW) purchase for the project, along with a Supplemental III agreement with Horrocks Engineers, Inc. to update items needed to proceed with the project. After the final ROW purchase was made, LHTAC provided the City with a State and Local Agreement for Construction. This project has been ongoing in several stages for 20+ years. It was disclosed in 2014 that the construction State/Local Agreement would be presented to Council at a later date, which is in front of Council tonight. This agreement will allow LHTAC to process the agreement through the State and continue with the construction of the project. The State will advertise, open bids, prepare a contract estimate, award contracts for construction and construction services, and designate personnel to administer the project.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This agreement requests the City to pay \$3,682,625 upon execution, which is the local participating amount, plus the estimated share of the cost for construction, and construction engineering & inspections (CE&I). This will be paid for by the Strategic Initiatives (SI) grant the City received in March 2024 in the amount of \$3,715,247. The funds were deposited into FY25 and there will be a budget amendment to carry forward the remaining project funds into FY26. Any remaining SI funds will be used for any additional local match related to ROW design.	
SLA PROJECT NO. A013(443) SNAKE RIVER AVE;	

	STRATEGIC INITIATIVES FUNDS AVAIL	SLA CONSTRUCTION AGREEMENT	REMAINING SI GRANT
CONSTRUCTION	\$ 3,715,247.00	\$ 3,682,625.00	\$ 32,622.00
TOTAL:			\$ 32,622.00

ACTION PROPOSED

Staff recommends that the City Council approve and authorize the Mayor to sign State/Local Construction Agreement for Snake River Ave; Southway to 11th Ave Project No. A013(443) in the amount of \$3,682,625.

RESOLUTION 2025-52

A RESOLUTION APPROVING A STATE/LOCAL AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF LEWISTON FOR FEDERAL AID HIGHWAY PROJECT NO. A013(443) SNAKE RIVER AVENUE, SOUTHWAY BRIDGE TO 11TH AVENUE, KEY NO. 13443

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

WHEREAS, the Idaho Transportation Department, hereafter the State, has submitted the “State/Local Agreement (Construction) Project No. A013(443) Snake River Ave; Southway Br to 11th Ave Nez Perce County Key No. 13443”, hereafter the Agreement, stating obligations of the State and the City of Lewiston, hereafter the City, for the widening and resurfacing of Snake River Avenue from Southway Bridge to 11th Avenue; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal Aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involved the expenditure of funds as set forth in the Agreement; and

WHEREAS, the State can only pay for work associated with the State Highway system; and

WHEREAS, the City is fully responsible for its share of the project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The Agreement for Federal Aid Highway Project A013(443) is hereby approved, and a copy of said Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City.

SECTION 4: This resolution shall become effective upon passage.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2025-52

**STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A013(443)
SNAKE RIVER AVE; SOUTHWAY BR TO 11TH AVE
NEZ PERCE COUNTY
KEY NO. 13443**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **CITY OF LEWISTON**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of Snake River Ave; Southway Br to 11th Ave. which has been designated as Project No. A013(443). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23 and CFR §635.410.

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3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated March 10, 2014.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

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3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs,

indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **THREE MILLION SIX HUNDRED EIGHTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$3,682,625)**, which is the Sponsor's Local Participating amount, plus the estimated share of the cost for construction, plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 28% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.

4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is Alannah Bailey, Phone No. 208-790-8809.
5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Board of Commissioners, attested to by the City Clerk, with the imprinted corporate seal of the City of Lewiston.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF LEWISTON

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

wd:13443 SLA CN

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF LEWISTON**, hereafter called the **CITY**, for construction of Snake River Ave; Southway Br to 11th Ave; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A013(443) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Lewiston, held on _____, _____.

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 13443

Project No: A013(443)

Project Name: Snake River Ave; Southway Br to 11th Ave

Sponsor: City of Lewiston, Nez Perce County

Description of work: This project will widen and resurface Snake River Avenue from Southway Bridge to 11th Avenue.

Project includes curbs, gutters, sidewalks, storm drainages, and utility adjustments.

Date of State/Local Agreement for Project Development: 3/10/2014

TOTAL ESTIMATED COST OF CONSTRUCTION *Includes E&C*

\$6,312,080

APPROVED FORCE ACCOUNT WORK

\$0

PLUS PE BY STATE *(from 2101)*

\$16,000

PLUS PL BY LHTAC *(from 2101)*

\$45,000

PLUS PC *(from PC Agreements)*

\$542,262

PLUS ROW *(from 2101)*

\$5,000

PLUS LP *(from 2101)*

\$90,621

MINUS ALL NON-PARTICIPATING

\$0

PARTICIPATING TOTAL

\$7,010,963

MATCH PERCENTAGES

PERCENTAGE AMOUNTS

MINUS FEDERAL MAXIMUM

ADD OVERAGE *(If Any To Local)*

LOCAL SHARE OF CONSTRUCTION AMOUNT

FEDERAL

LOCAL

92.66%

7.34%

\$6,496,358.37

\$514,604.69

\$0

6,496,358

\$0

\$514,605

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING *(From above if work by contract)*

\$0

PLUS ALL LOCAL PARTICIPATING

\$3,224,474

MINUS FUNDS MATCHED BY THE SPONSOR FOR LP *(only those paid up to this point)*

\$6,652

MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE *(from PD Agreement)*

\$10,000

MINUS APPROVED FORCE ACCOUNT WORK *(From above)*

\$0

MINUS PRELIMINARY ENGINEERING PAID BY LOCAL

\$39,802

(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)

(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)

(Amounts must be supported by District Records Inspector Audit)

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS **\$3,682,625**

Construction Estimate (CN): \$4,894,149.24

Non-Bid Items : \$88,715.00

Utilities (UT) : \$0.00

Contingencies (5.00%): \$244,707.00

Const Engineering (CE&I 18.9%): \$925,000.00

Const Admin (CL 3.05%): \$149,721.00

Const Admin (CE 0.25%): \$9,788.00

TOTAL CN ESTIMATED COST: \$6,312,080.24

Program Funds

\$3,090,000.00

Local Participation Funds

\$3,224,474.00

CN & CEI OTIS: \$6,314,474.00

Difference: \$2,393.76

Comments: City of Lewiston is contributing Local Participation funds on the project

Design Agreement Administrator -Sam Larrondo. P.E.

Resident Engineer - Jayme Coonce, P.E.

rd 8/06

PREPARED BY: Craig Herndon & Ryan Rush

Date: 11/3/2025



Cost Estimate Summary Report

Cost Estimate Name:	13443	Improvement Type:	
Description:	SNAKE RIVER AVE; SOUTHWAY BRIDGE TO 11TH AVE	Work Type:	07
Spec Book:	24	Estimated By:	
Unit System:	English	Estimate Phase:	05
Construction Year:	2025	Estimate Type:	

Total Construction Budget:	\$4,982,864.24
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Base Cost Estimate

Total Cost Estimate Items:	\$4,982,864.24
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Total Construction Contingency:	\$0.00
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Total Non-Bid Items:	\$0.00
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Total Allowances:	\$0.00
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Name	Description	Cost
Name	Description	Amount

Contingency & Risk

Total Market Contingency:	\$0.00
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Cost Estimate: 13443



Cost Estimate Summary Report

Cost Category Breakdown

Catg Name		Catg Description			Total Cost			
0001		ROADWAY WORK BY CONTRACT			\$4,894,149.24			
0003		NON-BID ITEM WORK BY CONTRACT			\$88,715.00			
Cat	Line #	Item #	Item Description	Unit	Quantity	Price	Item Total	Price Source
0001	5	107-019A	SURVEY MONUMENT PRESERVATION	CA	30,000.000	\$1.00	\$30,000.00	Ad Hoc
0001	10	201-005A	CLEARING & GRUBBING	ACRE	2.500	\$7,500.00	\$18,750.00	Ad Hoc
0001	15	202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	EACH	5.000	\$1,200.00	\$6,000.00	Ad Hoc
0001	20	203-002A	REMOVAL OF OBSTRUCTIONS (TRAFFIC CABINET)	EACH	1.000	\$2,000.00	\$2,000.00	Ad Hoc
0001	25	203-003A	REMOVAL OF OBSTRUCTIONS (PIPE)	FT	857.000	\$45.00	\$38,565.00	Ad Hoc
0001	30	203-006A	REMOVAL OF SIGN	EACH	13.000	\$450.00	\$5,850.00	Ad Hoc
0001	35	203-060A	REMOVAL OF CONCRETE SIDEWALK	SY	91.000	\$26.00	\$2,366.00	Ad Hoc
0001	40	203-070A	REMOVAL OF CURB & GUTTER	FT	367.000	\$15.00	\$5,505.00	Ad Hoc
0001	45	203-075A	REMOVAL OF FENCE	FT	139.000	\$8.00	\$1,112.00	Ad Hoc
0001	50	203-090A	REMOVAL OF INLET	EACH	7.000	\$1,300.00	\$9,100.00	Ad Hoc

Cost Estimate: 13443



Cost Estimate Summary Report

0001	55	203-095A	REMOVAL OF MANHOLE	EACH	2.000	\$1,400.00	\$2,800.00	Ad Hoc
0001	60	205-005A	EXCAVATION	CY	3,089.000	\$32.00	\$98,848.00	Ad Hoc
0001	65	205-030A	BORROW	CY	3,769.000	\$35.00	\$131,915.00	Ad Hoc
0001	70	205-060A	WATER FOR DUST ABATEMENT	MG	650.000	\$20.00	\$13,000.00	Ad Hoc
0001	75	205-095A	SOFT SPOT REPAIR	CA	10,000.000	\$1.00	\$10,000.00	Ad Hoc
0001	80	210-010A	STRUCTURE EXCAVATION SCHEDULE NO. 2	CY	52.000	\$65.00	\$3,380.00	Ad Hoc
0001	85	210-015A	COMPACTING BACKFILL	CY	35.000	\$90.00	\$3,150.00	Ad Hoc
0001	90	212-011A	FIBER WATTLE	FT	2,062.000	\$6.00	\$12,372.00	Ad Hoc
0001	95	212-020A	SILT FENCE	FT	1,549.000	\$7.00	\$10,843.00	Ad Hoc
0001	100	212-060A	STABILIZED CONSTRUCTION ENTRANCE	EACH	3.000	\$3,100.00	\$9,300.00	Ad Hoc
0001	105	212-095A	INLET PROTECTION	EACH	34.000	\$90.00	\$3,060.00	Ad Hoc
0001	110	212-105A	WATER AND POLLUTION	CA	3,000.000	\$1.00	\$3,000.00	Ad Hoc

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Cost Estimate Summary Report

0001	115	213-005A	TOPSOIL	CY	1,261.000	\$38.00	\$47,918.00	Ad Hoc
0001	120	301-010A	GRANULAR SUBBASE	CY	35.000	\$57.00	\$1,995.00	Ad Hoc
0001	125	303-022A	3/4" AGGREGATE TYPE B FOR BASE	TON	10,680.000	\$60.00	\$640,800.00	Ad Hoc
0001	130	303-052A	3/4" AGGREGATE TYPE B FOR BASE	CY	10.000	\$50.00	\$500.00	Ad Hoc
0001	135	401-020A	CSS-1 DILUTED EMULSIFIED ASPHALT FOR TACK COAT	GAL	540.000	\$4.00	\$2,160.00	Ad Hoc
0001	140	405-240A	MISCELLANEOUS PAVEMENT	SY	430.000	\$30.00	\$12,900.00	Ad Hoc
0001	145	405-245A	APPROACH	EACH	18.000	\$2,500.00	\$45,000.00	Ad Hoc
0001	150	405-435A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-3 (NMAS 1/2", PG 70-28)	TON	4,890.000	\$150.00	\$733,500.00	Ad Hoc
0001	155	411-005A	URBAN CONCRETE PAVEMENT (8" THICKNESS)	SY	45.000	\$200.00	\$9,000.00	Ad Hoc
0001	160	502-025A	CONCRETE CLASS 40-A	CY	21.600	\$2,700.00	\$58,320.00	Ad Hoc
0001	165	502-430A	CONCRETE PARAPET (42" SINGLE SLOPE)	FT	52.000	\$350.00	\$18,200.00	Ad Hoc

Cost Estimate: 13443



Cost Estimate Summary Report

0001	170	503-005A	METAL REINFORCEMENT	LB	2,962.000	\$3.00	\$8,886.00	Ad Hoc
0001	175	503-020A	EPOXY COATED METAL REINFORCEMENT	LB	675.000	\$7.00	\$4,725.00	Ad Hoc
0001	180	605-025A	12" STORM SEWER PIPE	FT	166.000	\$100.00	\$16,600.00	Ad Hoc
0001	185	605-035A	18" STORM SEWER PIPE	FT	2,281.000	\$130.00	\$296,530.00	Ad Hoc
0001	190	605-045A	24" STORM SEWER PIPE	FT	1,540.000	\$170.00	\$261,800.00	Ad Hoc
0001	195	605-455A	MANHOLE TYPE A	EACH	15.000	\$10,000.00	\$150,000.00	Ad Hoc
0001	200	605-465A	MANHOLE TYPE C	EACH	3.000	\$5,500.00	\$16,500.00	Ad Hoc
0001	205	605-467A	MANHOLE TYPE D	EACH	3.000	\$10,000.00	\$30,000.00	Ad Hoc
0001	210	605-605A	INLET TYPE 1	EACH	26.000	\$6,000.00	\$156,000.00	Ad Hoc
0001	215	605-615A	INLET TYPE 3	EACH	1.000	\$7,500.00	\$7,500.00	Ad Hoc
0001	220	605-630A	INLET TYPE 8	EACH	5.000	\$9,000.00	\$45,000.00	Ad Hoc
0001	225	605-635A	ADJUST MANHOLE COVERS	EACH	9.000	\$1,500.00	\$13,500.00	Ad Hoc

Cost Estimate: 13443



Cost Estimate Summary Report

0001	230	605-640A	ADJUST VALVE COVERS	EACH	13.000	\$1,000.00	\$13,000.00	Ad Hoc
0001	235	606-115A	URBAN EDGE DRAIN (6")	FT	1,934.000	\$40.00	\$77,360.00	Ad Hoc
0001	240	610-035A	FENCE TYPE 4 (4' W/ TOP RAIL)	FT	112.000	\$45.00	\$5,040.00	Ad Hoc
0001	245	610-300A	TEMPORARY FENCE (TYPE 4, 8")	FT	1,527.000	\$10.00	\$15,270.00	Ad Hoc
0001	250	612-010A	CONCRETE BARRIER TRANSITION	EACH	2.000	\$3,000.00	\$6,000.00	Ad Hoc
0001	255	612-150A	PRECAST CONCRETE BARRIER	FT	37.500	\$215.00	\$8,062.50	Ad Hoc
0001	260	612-156A	CONCRETE TERMINAL TYPE B	EACH	2.000	\$2,500.00	\$5,000.00	Ad Hoc
0001	265	614-015A	SIDEWALK	SY	2,386.000	\$100.00	\$238,600.00	Ad Hoc
0001	270	614-020A	DRIVEWAY	SY	697.000	\$110.00	\$76,670.00	Ad Hoc
0001	275	614-025A	CURB RAMP	SY	69.000	\$290.00	\$20,010.00	Ad Hoc
0001	280	615-492A	CURB & GUTTER TYPE 2	FT	7,490.000	\$40.00	\$299,600.00	Ad Hoc
0001	285	616-010A	SIGN TYPE B-1	SF	135.500	\$50.00	\$6,775.00	Ad Hoc

Cost Estimate: 13443



Cost Estimate Summary Report

0001	290	616-040G	STEEL SIGN POST TYPE B-2	FT	23.000	\$420.00	\$9,660.00	Ad Hoc
0001	295	616-040J	STEEL SIGN POST TYPE E-1	FT	50.000	\$60.00	\$3,000.00	Ad Hoc
0001	300	616-040k	STEEL SIGN POST TYPE E-2	FT	132.000	\$68.00	\$8,976.00	Ad Hoc
0001	305	616-080A	REINSTALL SIGN FACE (TYPE E)	EACH	2.000	\$200.00	\$400.00	Ad Hoc
0001	310	616-085A	REINSTALL SIGN POST (TYPE D-3)	EACH	2.000	\$300.00	\$600.00	Ad Hoc
0001	315	616-100A	SIGN BRACES	LB	37.940	\$21.00	\$796.74	Ad Hoc
0001	320	618-025A	STREET MONUMENT	EACH	1.000	\$3,800.00	\$3,800.00	Ad Hoc
0001	325	621-001A	SEED	ACRE	1.700	\$3,000.00	\$5,100.00	Ad Hoc
0001	330	621-005A	SEED BED PREPARATION	ACRE	1.700	\$1,500.00	\$2,550.00	Ad Hoc
0001	335	621-010A	SEEDING	ACRE	1.700	\$2,100.00	\$3,570.00	Ad Hoc
0001	340	621-035A	FERTILIZING	ACRE	1.700	\$1,200.00	\$2,040.00	Ad Hoc
0001	345	621-060A	MULCH PLUS TACKIFIER	ACRE	1.700	\$2,800.00	\$4,760.00	Ad Hoc

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Cost Estimate Summary Report

0001	350	621-075A	ROLLED EROSION CONTROL PRODUCTS	SY	473.000	\$5.00	\$2,365.00	Ad Hoc
0001	355	624-005A	LOOSE RIPRAP (CLASS I)	CY	24.000	\$170.00	\$4,080.00	Ad Hoc
0001	360	626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	SF	804.000	\$17.00	\$13,668.00	Ad Hoc
0001	365	626-050A	DRUMS	EACH	50.000	\$28.00	\$1,400.00	Ad Hoc
0001	370	626-040A	BARRICADE TYPE 3	EACH	8.000	\$180.00	\$1,440.00	Ad Hoc
0001	375	626-100A	MISCELLANEOUS TEMPORARY TRAFFIC CONTROL ITEMS	CA	10,000.000	\$1.00	\$10,000.00	Ad Hoc
0001	380	626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	HR	450.000	\$100.00	\$45,000.00	Ad Hoc
0001	385	626-112B	FLOOD LIGHTS	DAY	125.000	\$200.00	\$25,000.00	Ad Hoc
0001	390	626-120A	FLAGGER CONTROL	HR	1,000.000	\$75.00	\$75,000.00	Ad Hoc
0001	395	626-135A	WEIGHTED BASE TUBULAR MARKERS	EACH	150.000	\$15.00	\$2,250.00	Ad Hoc
0001	400	630-010A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - PREFORMED THERMOPLASTIC	SF	675.000	\$17.00	\$11,475.00	Ad Hoc

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Cost Estimate Summary Report

0001	405	630-025A	LONGITUDINAL PAVEMENT MARKING - WATERBORNE	FT	9,600.000	\$0.80	\$7,680.00	Ad Hoc
0001	410	634-005A	MAILBOX	EACH	1.000	\$700.00	\$700.00	Ad Hoc
0001	415	640-010A	RIPRAP/EROSION CONTROL GEOTEXTILE (TYPE II)	SY	93.000	\$7.00	\$651.00	Ad Hoc
0001	420	656-070A	ADDITIONAL ELECTRICAL ITEMS	LS	1.000	\$20,000.00	\$20,000.00	Ad Hoc
0001	425	675-005A	SURVEY	LS	1.000	\$75,000.00	\$75,000.00	Ad Hoc
0001	430	675-010A	DIRECTED SURVEYING	CA	5,000.000	\$1.00	\$5,000.00	Ad Hoc
0001	435	S501-15A	RETAINING WALL	SF	605.000	\$110.00	\$66,550.00	Ad Hoc
0001	440	S900-50A	CONTINGENCY AMOUNT MISCELLANEOUS WORK	CA	20,000.000	\$1.00	\$20,000.00	Ad Hoc
0001	445	S901-05A	SP REMOVE & RESET SIGN (CITY PARK SIGN)	EACH	1.000	\$12,000.00	\$12,000.00	Ad Hoc
0001	450	S901-05B	SP REMOVE & RESET LUMINAIRE POLE AND JUNCTION BOX	EACH	1.000	\$10,000.00	\$10,000.00	Ad Hoc
0001	455	S901-05C	SP REMOVE & RESET FIRE HYDRANT	EACH	3.000	\$10,000.00	\$30,000.00	Ad Hoc

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Cost Estimate Summary Report

0001	460	Z629-05A	MOBILIZATION	LS	1.000	\$640,000.00	\$640,000.00	Ad Hoc
0003	465	A100-70A	FUEL ADJUSTMENT	CA	10,000.000	\$1.00	\$10,000.00	Ad Hoc
0003	470	A100-80A	ASPHALT ADJUSTMENT	CA	10,000.000	\$1.00	\$10,000.00	Ad Hoc
0003	475	A303-05A	QA -AGGR FOR BASE	CA	32,040.000	\$1.00	\$32,040.00	Ad Hoc
0003	480	A405-05A	QA- PL MIX PAV	CA	36,675.000	\$1.00	\$36,675.00	Ad Hoc



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PROFESSIONAL SERVICES AGREEMENT FOR (TR071) 8TH ST SAFETY IMPROVEMENTS PROJECT	AGENDA NO. V. E. AGENDA DATE: November 24, 2025												
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City Council approved, and the Mayor executed the State and Local Agreement by Resolution 2024-48 on December 9 th , 2024. This agreement is for the Idaho Transportation Investment Program Federal-Aid Project No. A024(607), described as 8 th St Safety Improvements. The improvement will be the installation of new or modified existing luminaires along the 1.9-mile 8 th Street corridor. The project also includes modifications to pavement markings from 7 th Avenue to 5 th Avenue to add a two-way left-turn lane. In February 2025, the Local Highway Technical Assistance Council (LHTAC) published a Request for Proposals (RFP) for Project Development Services. Five (5) proposals were received and after the proposals were evaluated by a group of qualified evaluators, Consor North America, Inc. was the highest ranked firm. LHTAC then began negotiations of scope of work and preparing a contract with the firm. In front of Council is the negotiated contract prepared and administered by LHTAC for Project Development Services in the amount not to exceed \$214,961.00.													
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The City will pay the invoices from Consor and will request reimbursement from the State at the participation rate of 92.66%. The City will be responsible for the remaining 7.34%, which are the agreed-upon terms from the SLA approved by Resolution 2024-48. This project is not in the budget for FY26, and will likely need a budget amendment.													
<table><tr><th colspan="4">8TH ST Safety Improvements (KN24607)</th></tr><tr><td></td><td>GRANT FUNDED 92.66%</td><td>LOCAL MATCH 7.34%</td><td>TOTAL</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>		8TH ST Safety Improvements (KN24607)					GRANT FUNDED 92.66%	LOCAL MATCH 7.34%	TOTAL				
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	GRANT FUNDED 92.66%	LOCAL MATCH 7.34%	TOTAL										

DESIGN	\$ 199,182.86	\$ 15,778.14	\$ 214,961.00
CE&I			
CONSTRUCTION			
TOTAL:	\$ 199,182.86	\$ 15,778.14	\$ 214,961.00

ACTION PROPOSED

Staff recommends Council approving, authorizing the Mayor to sign the Local Professional Services agreement No.97411 between the City, State, and Consor North America, Inc. for the not to exceed amount of \$214,961.00.

Idaho Transportation Department Local Professional Services Agreement

Agreement #: 97411

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LEWISTON, whose address is PO Box 617 Lewiston, ID 83501, hereinafter called the "Sponsor," and CONSOR North America, Inc., whose address is 345 Bobwhite Ct, Ste 230, , Boise, ID, 83706, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
SMA-7134, 8TH ST SAFETY IMPROVEMENTS, LEWISTON	A024(607)	24607

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

Ardurra Group, Inc.

Rosemary Brennan Curtin, Inc. (RBCI)

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Sam Larrondo, LHTAC Resident Engineer; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **2/1/2027**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **\$214,961.00**

2. Additional Services Amount: **\$0.00**

3. Total Agreement Amount: **\$214,961.00**

C. Fixed Fee Amount: **\$18,351.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

CONSOR North America, Inc. 171.03%

Ardurra Group, Inc. 167.94%

Rosemary Brennan Curtin, Inc. (RBCI) 135.89%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

CONSOR NORTH AMERICA, INC.

Consultant

Digitally signed by Jonathan M Gellings

By: Date: 2025.11.07 07:58:44-07'00'

Title: Principal Engineer

CITY OF LEWISTON

Local Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d)

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Digitally signed by Jonathan M Gellings
Date: 2025.11.07 07:59:50-07'00'

Signature

Consor North America, Inc.

Company Name

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Scope of Work



Prepared for

The City of Lewiston,

**KN24607: 8TH STREET SAFETY IMPROVEMENTS,
LEWISTON**

October 14, 2025





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Key Task Outline

Project Description, Purpose, and Need

8th Street from Vineyard Drive to Main Street is an important arterial connecting residential neighborhoods to Lewiston's historic downtown to the north and Bryden Canyon Road to the south. 8th Street is primarily lined with residential properties, with a few commercial buildings interspersed. This corridor also provides access to two schools, Webster Elementary and Cornerstone Christian, and two parks, Modie Park and Trevitt Park. The presence of these amenities as well as the overall neighborhood feel of the corridor make the safety of the user experience for both drivers and pedestrians a priority. Given there have been two fatality collisions, in addition to multiple injury and property damage accidents, the City pursued funding to improve the illumination system to enhance safety.

This project, KN 24607: 8th St Safety Improvements, Lewiston, will improve safety along the 8th Street corridor in Lewiston by installing new or modifying existing luminaires along the 1.9-mile 8th Street corridor. The roadway section from 5th Ave to Idaho Street is part of another project. Along this portion, a photometric analysis will be performed to help inform the type and location of light fixtures that are required to meet light level standards. The project also includes modifications to pavement markings from 7th Avenue to 5th Avenue to add a two-way left-turn lane. This project will not include roadway or drainage improvements. All work is assumed to be completed within existing right-of-way.

Project Phasing

It is anticipated that additional Survey and Mapping services will be included via a Supplemental Agreement following the completion of the Preliminary Design milestone. At that time, the proposed locations of new and upgraded light fixtures will be determined and will inform the location and level of additional Survey and Mapping required to complete the Plans, Specifications, and Estimate (PS&E) submittal.

This scope of work (SOW) is focused on advancing this project through key delivery milestones from Preliminary design to the PS&E submittal. The professional services tasks for this agreement include:

- Project Management (Conсор Team)
- Survey & Utility Mapping (Ardurra)
- Photometric Analysis & Illumination Design
- Alternatives Analysis
- Preliminary Design
- Environmental Support
- Design Study Report
- Final Design
- PS&E
- Public Involvement (RBCI)

Project Coordination

The Idaho Transportation Department (ITD), the Local Highway Technical Assistance Council (LHTAC), and the City of Lewiston are working together to administer this project. The City of Lewiston is the owner. LHTAC is responsible for interagency coordination associated with this project and will provide all formal contract directives to the Prime Consultant. The text uses the following references for the owner and their representatives, the prime consultant, and other consultants:

- City = City of Lewiston



- ITD = The Idaho Transportation Department
- LHTAC = Local Highway Technical Assistance Council
- Consor = Consor North America, Inc. (Prime Consultant)
- Ardurra = Ardurra Group, Inc. is a subconsultant to Consor for surveying services.
- RBCI = RBCI is a DBE subconsultant to Consor for public involvement support.

Scope of Work and Schedule

The estimated major milestones are as follows:

- Notice to Proceed – October, 2025
- Design Grade Survey – January, 2025
- Preliminary Design Submittal – April, 2026
- Final Design Submittal– July, 2026
- Plans, Specifications and Estimate – October, 2026

General Project Assumptions

This SOW is based upon certain assumptions and exclusions, identified below and under specific tasks:

- No design exceptions are anticipated for this phase of the project.
- Current ITD standards, naming conventions, and other current ITD Standards will be observed in developing the project.
- Bluebeam Revu sessions or One Drive will be used for the City and LHTAC's document reviews to collect comments and document changes/decisions.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- MS Project will be utilized for scheduling.
- Final submittals will be in electronic format (pdf or native).
- Deliverables will be submitted via ProjectWise (ITD Datasource) and email.
- Consor will document and distribute a record of all verbally discussed design decisions via brief email or formal meeting minutes.
- LHTAC to prepare and maintain project Charter.
- Roadway Materials or Geotechnical report are not anticipated. 17B memo for materials (if required) will be prepared by LHTAC with support from Prime Consultant.

Standards & References

The following manuals and references will be used, as applicable. Unless otherwise directed, current applicable standards and procedures will apply.

- ITD Design Manual.
- ITD Guidelines for Utility Management.
- ITD Traffic Manual.
- ITD's Standard Specifications for Highway Construction – 2023 with current Supplemental and modified by the Special Provisions as necessary.
- ITD Standard Drawings.
- AASHTO Roadside Design Guide 2011.



- Other applicable current ITD Design Standards and Manuals.
- City of Lewiston Standard Drawings.
- AASHTO Roadway Lighting Guide (2018)
- ANSI/IES RP-8-22: Design of Roadway Facility Lighting Guide
- All work will be performed in English Units.
- Necessary pavement marking and delineation design will conform to standards established by the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by ITD and ITD specifications.

1. Project Management

Project management tasks have been scoped and estimated based upon a 13-month duration for this project agreement (13 months = October 2025 through December 2026).

1.1 Set up hard copy, electronic files, and subconsultant agreements

The Consor team will set up project files and subconsultant agreements. This will include setting up budget tracking spreadsheets, plan storage areas, preparing the project's financial files, project notebooks, preparing the project Quality Management Plan, the project's electronic and hard copy technical filing system, and subconsultant agreements.

1.2 Project Management, Administration, and Coordination

The Project Manager will coordinate and manage the project team to provide project work products, monitor budget and schedule, and coordinate with the City and LHTAC on a regular basis. This management includes general project management and internal project controls and report generation as well as overall project coordination of tasks with the project team, the City, and LHTAC.

1.3 Prepare Project Schedule

Conсор will prepare a schedule utilizing MS Project. The initial schedule will be provided to the City and LHTAC within ten (10) working days after receiving Notice To Proceed (NTP). The initial schedule will be utilized as the baseline schedule for the project and updates will be provided monthly. The schedule will include key milestones and work products and primary work tasks applicable to this agreement.

The Consor team will use this schedule, which will be updated monthly with actual milestone achievements, to check the budget, staffing levels, and where the deliverable schedule might be affected. These tools will be used to adjust staff assignments so that schedule and fee commitments are met. Project team meetings will enforce the schedule and hold team members accountable for progress on their components of the project.

Deliverables:

- Development of the original Critical Path Diagram (CPD) schedule.
- Up to 12 monthly schedule updates (MS Project and pdf files).

1.4 Project Team and Miscellaneous Meetings

The Consor team task leads will attend project team meetings (as noted below) via screen-share conference calls or in-person to discuss significant project items, provide task and schedule updates, coordinate project activities, and manage cross-discipline tasks.



1.4.1 Project Kick-off Meeting

The project kick-off meeting and site visit will focus on the project objectives, key success factors, and design parameters. It is anticipated that this meeting will include Consor team task leads, subconsultant leads, the City, and LHTAC either in-person or virtually. Consor Leads and the City will hold this meeting in person at the Lewiston Public Works building.

1.4.2 City/LHTAC Progress Meetings

Progress meetings with the City and LHTAC will be conducted once per month throughout the duration of the agreement, for a total of 12 meetings. Meetings may be conducted virtually (MS Teams). Consor's project manager (PM) and Design Lead will attend all progress meetings. Subconsultant leads will attend progress meetings as needed to discuss specific project tasks.

1.4.3 Miscellaneous Meetings

Consor will have regular coordination, as needed, with the City and LHTAC. Included in this task is attendance at three (3) miscellaneous additional meetings.

1.4.4 Consor Project Team Meetings

Consor project staff attendance at bi-weekly **project team meetings** will be covered under this task. Consor will facilitate these project team meetings (24 meetings) which will last approximately 30 minutes and be held virtually (MS Teams). Agendas and minutes will be prepared for the meetings which will include discussions on significant project items, provide task and schedule updates, coordinate project activities, and manage cross-discipline tasks.

Assumptions:

- The kick-off meeting is assumed to be a maximum duration of four (4) hours which includes time for the site visit. Travel time is not included. Two (2) Consor and one (1) RBCI representative will attend the kick-off meeting. Only Consor staff will attend in-person.
- City/LHTAC progress meetings (12 total meetings): assumed to be an average of 30 minutes in duration (virtual) each:
 - Consor two (2) staff, 12 meetings; Ardurra one (1) staff, three (3) meetings; and RBCI one (1) staff, two (2) meetings.
- Miscellaneous Meetings (3 total meetings): assumed to be an average of 30 minutes in duration (virtual) each:
 - Consor two (2) staff, three (3) meetings; Ardurra one (1) staff, one (1) meeting; and RBCI one (1) staff for one (1) meeting.
- Consor project team meetings: Meetings are assumed to be 30 minutes in duration (virtual):
 - Consor two (2) staff, 24 meetings; Ardurra one (1) staff, two (2) meetings; and RBCI one (1) staff, one (1) meeting.

Deliverables:

- Meeting agendas, minutes, and associated action item summaries.

1.5 Project Administration, Progress Reports, and Invoicing

Administration includes general administrative tasks, such as document management (including filing, invoice tracking, QA/QC tracking, email, etc.), internal project controls and report generation, and overall project coordination of tasks with LHTAC, the City, and the project team.



Conzor will provide monthly invoices and monthly progress reports (ITD-0771 Form) in accordance with ITD standard procedures. Each invoice package will include the Consor and subconsultant invoices showing labor and direct expenses included for the period, a copy of each PSA showing the amount of the PSA and the charges to date against that PSA, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for the project team. A total of 13 invoices will be submitted as part of this agreement, which includes one (1) for the month after deliverables are complete.

Deliverables:

- Monthly progress reports (ITD-0771)
- Monthly invoices (13 total)
- Certification of Payment (B2GNow)
- Monthly cash flow spreadsheet

2. Survey and Mapping (Ardurra)

Ardurra will complete surveying to manage the surveying work, create an aerial photograph projected to the existing City of Lewiston project control network, locate existing utilities, complete research of existing survey records, and create very basic linework mapping as outlined in the following sub-tasks.

2.1 Survey Control

Ardurra will search for, find, and utilize the existing survey control on the City of Lewiston Survey Control Network of 2007 as established by USKH. This control network is on the North American Datum of 1983 (NAD 83) Idaho State Plane Coordinate System, West Zone 1999 adjustment. left on the grid. All vertical control is on the North American Vertical Datum of 1988 (NAVD 88) using Geoid 99. This assumes there is adequate control located in an area suitable for use on this project and when checks between the existing control points are completed, the margin of error is acceptable for this project. We anticipate checking into a minimum of 3 of the City of Lewiston Control points.

2.1.1 Secondary Control - Reserved

During this phase of the project, Ardurra will not be establishing any secondary project control beyond the aerial targets required for the drone flight and photo control.

2.2 Right of Entry Notification or Request

Following Idaho Code Title 54, Chapter 12, Paragraph 30, Right of Entry letters will be mailed out as applicable by the City of Lewiston and as outlined below.

2.2.1 Notification Letter to Enter Private Property

The Ardurra licensed surveyor in responsible charge or his designee will draft a base right of entry letter addressed to no one in particular and deliver it to the City of Lewiston in Microsoft Word format. Ardurra will also create and provide to the City of Lewiston a basic map using GIS mapping to indicate with a designation number the parcels to which right of entry letters must be mailed to the parcel owners. It is anticipated approximately 150 letters will be required. The City of Lewiston will modify the base right of entry letter template to generate final letters to mail to individual landowners where right of entry is required by Idaho Code to fly a UAV over their property for land surveying and mapping purposes. Each letter created by the City of Lewiston must include the language of the base letter provided, the name and mailing address of the landowner, and the property address of the parcel being flown over. Prior to the City of



Lewiston mailing the letters, proofs of the letters must be sent by email, a link to an FTP site, or by using ProjectWise to Ardurra for review and approval. Once the letters have been approved, the City of Lewiston will be responsible for mailing the letters to the landowners and show receipts to Ardurra the letters have been mailed. The letters must be mailed a minimum of 7 days prior to Ardurra completing any surveying. Up to one hundred and fifty (150) notification letters are assumed.

2.2.2 Record of Notification

The City of Lewiston will create and provide a spreadsheet to Ardurra with parcel designation numbers, the names, addresses, and parcel numbers of all parcels to which letters were mailed. Ardurra will maintain a record of landowner contacts in the spreadsheet and post it to ProjectWise. The record will note information obtained such as contact information, conditions the landowner may have, and other correspondence received either by regular mail, email, telephone, or in person.

2.3 Site Feature Survey and Utility Locates

A UAV will be utilized per current FAA regulations and will include in-flight monitoring by the operator and a spotter to fly the project corridor to create a photo mosaic of the project limits that is projected to the existing City of Lewiston survey control system. During this phase of the project Ardurra will complete limited site feature surveying and utility locate surveying within the project limits. The project limits will be along the 8th Street/9th Street corridor beginning at 50 feet southerly of the intersection of 8th Street and Vinyard Drive then continuing northerly to 50 feet past the intersection of 8th Street and 5th Avenue approximately where 8th Street transitions into 9th Street. Then beginning again at 50 feet southerly of the intersection of 9th Street and Idaho Street and continuing northerly to the terminus at 50 feet past the intersection of 9th Street and Main Street. At intersecting streets/avenues along the 8th street/9th street corridor, the limits will extend to approximately 50 feet in the easterly/westerly direction. The width of the project limits may vary along the corridor but in general will be approximately 50 feet beyond each side of the apparent right of way lines as shown in the GIS data. This survey will not be for the creation of a DTM or full site feature mapping. The survey will only be horizontal locations, and no vertical component will be included.

2.3.1 Site Feature Mapping

Using the rectified aerial image, Ardurra will map the face of the curb lines and the back of the sidewalk along the corridor and extend them to the end of the curve at each side street. In areas where this is not curbing or sidewalks, the edge of pavement will be mapped instead. In addition to the curb lines, sidewalks, or edge of pavement Ardurra will map the existing utility poles, traffic signal poles, and street striping only along the corridor between 5th and 7th Avenue. Where the project corridor is obstructed by objects such as trees and features can't be clearly identified using the aerial imagery, the features will be approximated at a best guessed location with a notation on the base map.

2.3.2 Utility Locates Survey

Within the project limits, calls to the 811 utility locate service will be made at approximately 800-foot intervals along the corridor. This results in approximately twelve (12) utility locate calls. It is anticipated that one (1) call per utility locate area will need to be placed along with one (1) direct contact to each utility company when adequate contact information is provided. If additional calls or contacts are required to determine where utilities are located, it may be necessary for the City or LHTAC to assist in this effort. This task assumes the field work can be completed in 30 hours. If all utilities can't be located within the 30 hours to include travel between Coeur d'Alene and Lewiston, the Ardurra survey crew will stop and a supplemental will be required to continue.



2.3.3 Drone Flight

Ardurra will establish aerial photo target control as needed to rectify the aerial imagery to the existing City of Lewiston survey control. The corridor will be flown by a part 107 licensed drone pilot with a spotter if needed. The drone flight will need to be planned and checked by the drone pilot and a PLS. Once the flight is completed, the data will need to be downloaded and processed. The aerial image will be rectified to the City of Lewiston survey control.

2.3.4 Office Q/A and Q/C

All site surveyed features and utilities surveyed will be reviewed in the office by a licensed surveyor for correct line work and to be sure the data processed looks correct and is mapped correctly.

2.4 Establish Existing Alignment and Right of Way

During this phase of the project, existing alignment and right of way lines will not be determined. It is anticipated existing City of Lewiston GIS lines will be used for design up to the 60% (Preliminary) design level. As design progresses, assumed at the 60% (Preliminary) design level, the design engineer will determine where existing right of way line determination is needed. At that time, Ardurra will create a scope of work and manhour estimate to determine the needed right of way lines.

2.4.1 Research

Research existing roadway plans, plats, records of survey, corner records, deeds, and other records as deemed necessary for compliance with Idaho Code 55-1613 and for estimating during phase 2 of this project were needed right of way lines will be determined.

2.4.2 Field Reconnaissance and Locates – Reserved

No field surveying other than described above in this scope of work will be completed during this phase of the project.

2.4.3 Survey Control Base Mapping - Reserved

No Survey Control Base mapping will be completed during this phase of this project.

2.4.4 Office Q/A and Q/C - Reserved

No boundary surveying Q/A or Q/C will be completed during this phase of the project.

2.5 Records Filed at the Nez Perce County Recorder's Office - Reserved

2.5.1 Corner Perpetuation and Filings (CP&F) - Reserved

No corner Records will be completed during this phase of the project.

2.5.2 Record of Survey - Reserved

No Record of Survey will be completed during this phase of the project.

Assumptions:

- Traffic control will not be required.
- The 811 utility locate service will be utilized one time per area called to mark subsurface utilities. One additional follow-up call directly to the utility company, if contact if adequate information is



provided, can be completed when needed. If, after the direct utility contact, the lines are not being marked or the utility location provided, LHTAC and/or the City of Lewiston may need to assist.

- No boundary surveying is required during this phase of the project.
- Right of entry or access to private property will not be denied where involvement of law enforcement is required.
- No potholing of existing underground utilities is required and is not included as a part of this scope of work.
- Vertical data and a DTM are not required.
- Underground features will not be exposed and surveyed.

Deliverables:

- Copies of survey field notes (pdf), if requested
- Copy of electronic site survey base map (Topo_001.dgn)
- Utility Mapping Base Map (UTILX_001.dgn)
- 811 Ticket receipts
- Orthorectified High Def aerial image from UAV survey work on same datum as CAD files

3. Preliminary Design

3.1 Develop Design Criteria

Following the project kick-off meeting and site visit, Consor will establish the illumination and traffic design criteria. The AASHTO Roadway Lighting Guide (2018) and ANSI/IES RP-8-22: Design of Roadway Facility Lighting Guide will be referenced for illumination design criteria. The current Manual on Uniform Traffic Control Devices (MUTCD) and ITD design standards will be utilized for pavement marking design.

Deliverables:

- One (1) Draft design criteria spreadsheet
- One (1) Final design criteria spreadsheet

3.2 Existing Illumination System Data Collection

Consor will coordinate with Avista to obtain data about each light fixture along the corridor to be used to complete a photometric analysis of the existing system. Data will include fixture type, wattage, mounting height, and light distribution pattern.

Preliminary information will also be collected following the kickoff meeting as described in Task 1.4.1.

3.3 Alternatives Analysis

The Consor team will support the City and LHTAC in developing alternatives for the preferred illumination design. It is assumed that up to two (2) alternative layouts will be developed with concept level pole configurations and fixture types. A brief technical memorandum will be prepared to present alternatives considered, planning-level costs of each alternative, and recommendations for the preferred alternative.

3.3.1 Alternatives Opinion of Probable Cost

The Consor team will prepare an estimated construction opinion of probable costs of each of the two (2) alternatives based on concept level design using current ITD bid items.



3.3.2 Alternatives Analysis Technical Memorandum Quality Control Review

The Consor team will perform a Quality Control Review on the technical memorandum which includes the Alternatives Opinion of Probable Cost. This task will occur prior to submitting Draft and Final alternatives analysis memorandums so that review comments can be addressed and backchecked. This QC review will follow Consor's established QAQC program.

Deliverables:

- Documentation of internal QAQC review

Deliverables:

- One (1) Draft alternative analysis technical memorandum
- One (1) Final alternative analysis technical memorandum
- Opinion of probable cost estimates for each alternative (two (2) alternatives)

3.4 Preliminary Design

After acceptance of the Technical Memo establishing the preferred alternative, the Consor team will develop the preliminary roadway, illumination, pavement marking, temporary construction traffic control, and details needed to bring the design to a preliminary level.

3.4.1 Preliminary Traffic Design

Consor will develop the preliminary signing and pavement marking design for 8th St between 5th Ave and 7th Ave. The design will depict roadway lane configurations, widths, and pavement marking symbols. Additionally, the signing plan will be developed specifying instructions for any existing signs and showing legends for proposed signs and existing signs that will be protected.

Consor will develop the preliminary illumination design for the corridor based on the preferred alternative determined in Task 3.3. Preliminary illumination design will involve developing equipment layout including lighting fixtures and orientation, service cabinets, conduit runs, and pull boxes. Illumination calculations of lighting levels will be provided in a Draft Illumination Report, to be submitted with preliminary design plans.

Assumptions

- All luminaires will be LED, Avista Utilities approved models
- New power source locations as coordinated with the utility company will be identified on the Final Design plans
- Illumination system will be designed to meet AASHTO/ANSI IES
- Photometric calculations will be performed in AGi32 Lighting Analysis software
- The roadway section from 5th Ave to Idaho Street is part of another project. Along this portion, a photometric analysis will be performed to help inform the type and location of light fixtures that are required to meet light level standards. The results of this analysis will be shared with Avista and Engineer of Record at Parametrix, who delivered that project.

Deliverables:

- Draft Illumination Report (PDF).



3.4.2 Preliminary Traffic Control Design

Conсор will develop preliminary typical temporary traffic control details for different applications on the project including a typical block of illumination work, intersection illumination work, and signing and pavement marking work.

3.4.3 Preliminary Design Review Plans

Conсор will develop and finalize the preliminary plan sheets based on the approved concept design alternative. Preliminary design review plans will include:

Description	# of Sheets
Title Sheet	1
Vicinity Map/Survey Control Sheets	2
Key Map	1
Project Clearance Summary	1
Total Ownership Sheets	2
Roadway Plan Sheets (with Illumination) (40 Scale, stacked)	10
Detail Sheets	5
Signing & Pavement Marking Plan Sheets (40 Scale)	1
Traffic Control Plan Sheets	4
Total Sheet Count	27

Deliverables:

- 11"x17" preliminary design plans (PDF)

3.5 Preliminary Quantities and Engineer's Opinion of Probable Construction Cost

Conсор will calculate quantities based on the preliminary design and prepare a preliminary engineer's opinion of probable cost and will submit it with the preliminary design plans. Conсор will use current bid history data as a reference for this effort.

Deliverables:

- Preliminary Engineer's Opinion of Probable Cost (PDF)

3.6 Prepare Design Study Report

Conсор will prepare a Design Study Report (DSR) that records considerations and conclusions that were reached in the development of the preliminary design and initial environmental documentation. This report will include elements described in Section 380.03 of ITD Roadway Design Manual 2013 such as a project description, DSR checklist, and cost estimate comparison of anticipated construction cost, including CEI services, to available programmed budget.

Deliverables:

- Draft DSR package (PDF)
- Final DSR package (PDF)



3.7 Preliminary Quality Control Review

The Consor team will perform a Quality Control Review on the Preliminary Design Submittal Package including Preliminary Design Plans, Draft Illumination Report, and Preliminary Engineer's Opinion of Probable Cost. This task will occur prior to the Preliminary Design Submittal so that review comments can be addressed and backchecked. This QC review will follow Consor's established QAQC program.

Deliverables:

- Documentation of internal QAQC review

3.8 Preliminary Design Review Meeting

Conсор will attend the Preliminary Design Review Meeting virtually. The comments and responses will be maintained in a Bluebeam session of each review document. Consor will provide an agenda for the meeting. The review meeting will be attended by two (2) Consor representatives: the project manager and one lead designer.

Assumptions:

- Design review meeting will last one (1) hour (Virtual - MS Teams)
- Consor will coordinate planning for the preliminary design review meeting
- Bluebeam Studio will be utilized for the Preliminary Design Review by the City and LHTAC with comment responses stored in the same

Deliverables:

- Preliminary Design Review Agenda
- Preliminary Design Review Comments and Responses in each deliverable reviewed
- Preliminary Design Review Meeting Minutes

4. Final Design

The Consor team will develop the final roadway, illumination, pavement marking, utilities, stormwater pollution prevention plan, temporary construction traffic control, and details.

4.1 Final Traffic Design

Consor will incorporate comments from the Preliminary Design Review Meeting and advance the signing and pavement marking design for 8th St between 5th Ave and 7th Ave to final design.

Consor will incorporate comments from the Preliminary Design Review Meeting and advance the illumination design to final design. The illumination calculations of lighting levels will be updated and provided in Final Illumination Report, to be submitted with final design plans.

Deliverables:

- Final Illumination Report (PDF)

4.2 Final Pollution Prevention Plan

Consor will develop a Pollution Prevention Plan (PPP) for temporary and permanent BMPs utilizing LHTAC's PPP template (ITD Form 2788) for inclusion in the Final Design Submittal Package.

**Assumptions:**

- Assume there will be less than one acre of disturbance

Deliverables:

- Draft LHTAC PPP Form (PDF)
- Final LHTAC PPP Form (PDF)

4.3 Final Traffic Control Design

Conсор will incorporate comments from the Preliminary Design Review Meeting and advance the temporary traffic control plans and typical temporary traffic control details to final design.

4.4 Final Utility Design

Conсор will prepare utility plans based on coordination with utilities in Task 6.

4.5 Final Design Review Plans

Conсор will create the final design plan sheets. Final design review plans will include:

Description	# of Sheets
Title Sheet	1
Vicinity Map/Survey Control Sheets	2
Key Map	1
Project Clearance Summary	1
Total Ownership Sheets	2
Roadway Plan Sheets (with Illumination) (40 Scale, stacked)	10
Detail Sheets	5
Signing & Pavement Marking Plan Sheets (40 Scale)	1
Signing & Pavement Marking Details	1
Sign Summary Plan	1
Stormwater Pollution Prevention Plan Sheets	4
Traffic Control Plan Sheets	4
Utility Plan Sheets (40 Scale)	11
Total Sheet Count	45

Assumptions:

- Required inlet protection items will be shown on the Roadway Plan Sheets.

Deliverables:

- 11"x17" final design plans (PDF)



4.6 Final Design Quantities and Engineer's Opinion of Probable Construction Cost

Conzor will calculate quantities based on the final design plans and prepare a final design engineer's opinion of probable cost to submit with the final design plans. Consor will use current bid history data as a reference for this effort.

Deliverables:

- Final Engineer's Opinion of Probable Cost (PDF)

4.7 Special Provisions

Conzor will prepare special provisions. This project will use the ITD 2023 Standard Specifications and current ITD supplements at time of submittal. Consor will develop special provisions for all elements not defined by the 2023 Standard Specifications.

Deliverables:

- Special Provisions (PDF)

4.8 Construction CPM Schedule

Conzor will develop a critical path schedule for the construction of the project.

Deliverables:

- Construction CPM Schedule (PDF)

4.9 Prepare Minimum Testing Requirements (MTR)

Conzor will develop the MTRs utilizing LHTAC's MTR Template.

Deliverables:

- Draft MTR Spreadsheet (Excel & PDF)
- Final MTR Spreadsheet (Excel & PDF)

4.10 Provide Environmental Support to LHTAC

Conzor will support LHTAC in developing the Cat Ex documentation and Archaeological and Historic Survey Report (AHSR). This will include providing a description of project design elements and extents of disturbance.

Deliverables:

- Emailed descriptions of project design elements and extents of disturbance to the LHTAC PM

4.11 Final Design Quality Control Review

The Consor team will perform a Quality Control Review on the Final Design Submittal Package including Final Design Plans, Final Illumination Report, LHTAC PPP Form, Final Design Engineer's Opinion of Probable Cost, Special Provisions, MTR Spreadsheet, and Construction CPM Schedule. This task will occur prior to the Final Design Submittal so that review comments can be addressed and backchecked. This QC review will follow Consor's established QAQC program.

Deliverables:



- ITD Final Design Checklist (PDF)
- Documentation of internal QAQC review

4.12 Final Design Review Meeting

Conzor will attend the Final Design Review Meeting in person at the City of Lewiston's Public Works Building. The comments and responses will be maintained in a Bluebeam session of each review document. Consor will provide an agenda for the meeting. The review meeting will be attended by two (2) Consor representatives: the project manager and lead designer. An on-site plans in hand walkthrough will take place after this meeting.

Assumptions:

- Design review meeting will last one (1) hour (not including travel time) and will be followed by a site visit
- Consor will coordinate planning for the final design review meeting
- Bluebeam Studio will be utilized for the Final Design Review by the City and LHTAC with comment responses stored in the same

Deliverables:

- Final Design Review Agenda
- Final Design Review Comments and Responses in each document reviewed
- Final Design Review Meeting Minutes

5. PS&E

5.1 Prepare PS&E Package

Conzor will incorporate comments from the Final Design Review Meeting into the PS&E Package documents including plans, Engineer's Opinion of Probable Cost, Special Provisions, and Construction CPM.

Deliverables:

- 11"x17" PS&E plans (PDF)
- PS&E Engineer's Opinion of Probable Cost (PDF & native AASHTOWare)
- Non-Bid Item Determination (Excel)
- Special Provisions (PDF & Word)
- Construction CPM (PDF)
- MTRs (PDF & Word or Excel)

5.2 PS&E Quality Control Review

The Consor team will perform a Quality Control Review on the PS&E Submittal Package. This task will occur prior to the PS&E Submittal so that review comments can be addressed and backchecked. This QC review will follow Consor's established QAQC program.

Deliverables:

- Documentation of internal QAQC review



5.3 LHTAC Checklists and Bid Schedule

Conсор will prepare LHTAC's QA Form, PS&E Checklist, and for the project.

Deliverables:

- LHTAC QA Form (PDF)
- LHTAC PS&E Checklist (PDF)

5.4 Submit Resident Engineer Files

Conсор will prepare and transmit the Resident Engineer package to LHTAC (one (1) electronic copy on ProjectWise). The package will be prepared in an easy to reference notebook and placed on ProjectWise and include the applicable items listed in ITD's Design Manual, Section 920.04. The Resident Engineer's File will include the following:

5.4.1 Roadway Quantity Worksheets

The Conсор team will prepare and submit roadway quantity worksheets.

5.4.2 Compiled Project Information

This includes compiling Design Approval signature sheets, field survey data and information, environmental permits and approvals, project contact information, utility waivers and/or agreements, Resident Engineer Checklist, and project CADD Files.

5.5 Bid Assistance

The Conсор team will be available to answer questions and to assist LHTAC during the advertising and bidding process.

6. Utility Coordination

Conсор will perform utility coordination work related to the following private utilities: power, communications, and other private utilities that may be present within the project limits. Conсор will identify utilities within the project limits, evaluate potential utility conflicts and coordinate utility efforts for relocation of impacted facilities if necessary. Conсор will perform utility coordination according to ITD's Guide for Utility Management (GUM).

6.1 Impact Assessment and Notifications

Conсор will identify utilities within the project limits and determine possible conflicts with the proposed project. Conсор will:

- Develop a utility contact information list and email project information letters to all affected utility companies to explain the nature of the work.
- Provide Preliminary plans to each affected utility.
- Maintain a record of correspondence with utility companies.
- Obtain utility-provided as-built and system mapping information.
- Compare utility provided information with project base-mapping and field verify the location of utility facilities.



- Identify potential design conflicts (conflicts to be identified on plan sheets) and develop an itemized conflict list.
- Issue conflict notices to impacted utilities.

Deliverables:

- Utility contact list
- Conflict notification letters to impacted utilities

6.2 Utility Coordination Meetings

To facilitate the development of each utility relocation plan, Consor will schedule, conduct, prepare for and attend the following Utility Coordination Meetings with representatives for each utility owner/operator within the Project Location:

- One (1) individual virtual meeting with each potentially affected utility owner/operator.
- 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

Consor will prepare a meeting agenda and meeting minutes summarizing the discussions at the group meeting.

Deliverables:

- Meeting agenda and minutes

6.3 Utility Relocations

Consor will coordinate the efforts of the utility owner/operators in developing and executing a plan for relocating utilities to resolve conflicts. As part of that effort, Consor will complete the following:

- Preparation of Utility Conflict Letters with Utility Hearing Waiver; and
- Mark-ups of utility relocation plans with appropriate comments and recommendations to achieve relocated facilities consistent with proposed project

Deliverables:

- Utility Conflict Letter(s); and
- Time Requirement Letter(s) to each impacted utility

7. Public Involvement (RBCI)

7.1 Stakeholder Database

RBCI will develop and maintain a database of key stakeholders for the project. The database will include contact information for interested citizens, property owners, businesses, emergency responders, local officials, and others.

Deliverables:

- Stakeholder database (initial, 2 updates)



7.2 Mailer

RBCI will design and send a mailer to a saturation drop of the project area and the stakeholder database. The mailer will provide a detailed overview of the project and include the purpose of the project, construction impacts, project schedule, a highlight of improvements, and Q&As about topics such as lighting, parking and safety. The mailer will be large in size (8.5 x 11 or 11 x 17 folded).

Deliverables:

- Large mailer

7.3 Phone Calls

RBCI will research contact information and make phone calls to residents and businesses between 5th and 7th Avenues to inform them about the project and discuss the changes in parking along 8th Street.

Deliverables:

- Research contact information and make call list
- Phone calls (up to 20)

7.4 Construction News Release

RBCI will draft a news release to inform the public about the start of construction, expected traffic impacts, and anticipated schedule. The news release will be delivered to the City of Lewiston for distribution.

Deliverables:

- News release

7.5 Construction Social Post

RBCI will develop and draft content for Facebook and Instagram social media posts about the start of construction. The posts will include high-level information about construction and what to expect. The content for the social media posts will be delivered to the City of Lewiston for publication.

Deliverables:

- Content for social media posts

7.6 Quarterly Magazine

RBCI will draft content to be included in the City of Lewiston's Quarterly Magazine. The content will include detailed information about the project, construction impacts, what to expect and the anticipated timeline.

Deliverables:

- Content for quarterly magazine

**Project: 8th St Safety Improvements
Lewiston**
LHTAC Project No A024(607), Key No. 24607

Conсор North America, Inc.

A. Summary of Estimated Man Hours

Classification		Hrs.	x	Direct Rate	=	Cost
1 Project Manager	Jonathan Gellings	205.5		\$ 88.25		\$18,135.38
2 QA/QC Engineer	Rob Cleere	23		\$ 90.37		\$2,078.51
3 Project Engineer	Hannah Long	381		\$ 51.96		\$19,796.76
4 Staff Engineer	Nick Wells	287		\$ 39.79		\$11,399.84
5 Utility Engineer	Devin Montgomery	37		\$ 62.31		\$2,305.47
7 Clerical	Taylor Tikkala	13		\$ 35.95		\$449.38
Total Hrs.		945.5				

Total Raw Labor Cost \$ 54,165.33

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$54,165.33	x	Overhead Mult. 171.03%	=	\$	92,638.96
FCCM	Total Raw Labor Cost \$54,165.33	x	FCCM Mult. 0.26%	=	\$	140.83

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost \$146,804.28	x	Fixed Fee Mult. 12.50%	=	\$	18,350.54
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Subtotal Labor Costs \$ 165,295.65

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Travel				
Lodging	4	days @	\$110.00 /day	\$ 440.00
Meals (and Incidentals) - Travel Day	4	days @	\$51.00 /day	\$ 204.00
Meals (and Incidentals) - Full Day	0	days @	\$68.00 /day	\$ -
Mileage	1080	miles @	\$0.70 /mile	\$ 756.00
Subtotal Reimbursable Expenses				\$ 1,400.00

Conсор Subtotal \$ 166,696

D. Salary Adjustment

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$146,804.28	x	4%	x	0%
				\$0.00

E. Conсор Total

\$ 166,695.65

F. Subconsultants & Additional Services Total

1	Ardurra	\$	36,282.76
2	RBCI	\$	11,982.64
Subconsultants Subtotal		\$	48,265.40

PROJECT TOTAL (E + F)	=	\$ 214,961
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**Project: 8th St Safety Improvements
Lewiston**
LHTAC Project No A024(607), Key No. 24607

Ardurra

A. Summary of Estimated Man Hours

	Classification		Hrs.	x	Direct Rate	=	Cost
1	Survey Project Manager	Dusty Obermayer	40		\$71.50		\$2,860.00
2	Surveyor V	Eric Meurlott	39		\$56.53		\$2,204.67
3	Survey Technician	Nicholas Obermayer	116		\$35.50		\$4,118.00
4	Survey Technician	Nicholas Hug	16		\$34.29		\$548.64
5	Project Accountant	Cristan Greenhalgh	8		\$31.04		\$248.32
			Total Hrs.		219		

Total Raw Labor Cost \$9,979.63

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$9,979.63	x	Overhead Mult. 167.94%	=	\$	16,759.79
FCCM	Total Raw Labor Cost \$9,979.63	x	FCCM Mult. 0.45%	=	\$	44.91

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost \$26,739.42	x	Fixed Fee Mult. 12.50%	=	\$	3,342
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Subtotal Labor Costs \$ 30,126.76

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Postage	0	@	\$0.78	\$ -
Quickrete	4	@	\$6.00	\$ 24.00
Sonotube	2	@	\$6.50	\$ 13.00
Research and Recording	0	@	\$500.00	\$ -
GPS/ Robot Hours	50	@	\$65.00 /hour	\$ 3,250.00
Drone Hours	10	@	\$75.00 /hour	\$ 750.00
Travel				
Lodging	9	days @	\$118.80 /day	\$ 1,069.20
Meals (and Incidentals) - Travel Day	6	days @	\$51.00 /day	\$ 306.00
Meals (and Incidentals) - Full Day	6	days @	\$68 /day	\$ 408.00
Mileage	480	miles @	\$0.700 /mile	\$ 336.00

Subtotal Reimbursable Expenses \$ 6,156.00

E. Salary Adjustment

Total Raw Labor Cost + Overhead \$26,739.42	x	per year 4%	% of Contract with Adjustment x	\$0
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ARDURRA TOTAL (A through E)	=	\$36,283
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**Project: 8th St Safety Improvements
Lewiston**
LHTAC Project No A024(607), Key No. 24607

RBCI

A. Summary of Estimated Man Hours

	Classification		Hrs.	x	Direct Rate	=	Cost
1	Principal	Kate Wallace	23		\$ 70.00		\$1,610.00
2	Project Manager	Alexis Staton	33		\$ 37.00		\$1,202.50
3	Administrative Support	Amy Mata	9		\$ 35.00		\$315.00
			Total Hrs.	65			

Total Raw Labor Cost \$3,127.50

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$3,127.50	x	Overhead Mult. 135.89%	=	\$	4,250
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FCCM	Total Raw Labor Cost \$3,127.50	x	FCCM Mult. 0.00%	=	\$	-
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C. Fixed Fee

Fixed Fee	Total Labor Cost \$7,377.46	x	Fixed Fee Mult. 12.50%	=	\$	922
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Subtotal Labor Costs \$ 8,300

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Design/Graphics	650	@	\$1	\$ 650.00
Printing	1100	@	\$1	\$ 1,100.00
Postage	4238	postage @	\$0.46 /postcard	\$ 1,933.30

Subtotal Reimbursable Expenses \$ 3,683

E. Salary Adjustment

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$8,299.64	x	4%	x	0.0
				\$0.00

RBCI TOTAL (A through E)	=	\$11,983
---------------------------------	----------	-----------------

Manhour Estimate

Company: Consor North America, Inc. Project: 8th St Safety Improvements Lewiston LHTAC Project No A024(607), Key No. 24607																							
Work Element #	Work Element	Total Hours	Consor North America, Inc.	1	2	3	4	5	7	Subtotal Consor Hours	Ardura	1	2	3	4	5	Subtotal Ardura Hours	RBCI	1	2	3	Subtotal RBCI Hours	
				Project Manager	QA/QC Engineer	Project Engineer	Staff Engineer	Utility Engineer	Clinal			Survey Project Manager	Surveyor V	Survey Technician	Survey Technician	Project Accountant			Principal	Project Manager	Administrative Support		
1.0	Project Management	211		105.5		51.5			12.5	170		18				8	26		3	3.5	9	16	
1.1	Set up hard copy, electronic files, and subconsultant agreements	11		5					6	11													
1.2	Project Management, Administration, and Coordination	49		49						49													
1.3	Prepare Project Schedule	8		2		6				8													
1.4	Project Team and Miscellaneous Meetings	34																					
1.4.1	Project Kick-off Meeting	3		16		16				32										1.5		2	
1.4.2	City/LHTAC Progress Meetings	23		7		11				18		4					4			1		1	
1.4.3	Miscellaneous Meetings	5		1.5		2.5				4										0.5		1	
1.4.4	Consor Project Team Meetings	35		12		16				28		6					6						
1.5	Project Administration, Progress Reports, and Invoicing	48		13				6.5	20	20		8				8	16		3		9	12	
2.0	Survey and Mapping	201				8				8.0		22	39	116	16		193						
2.1	Survey Control																						
2.1.1	Establish Primary Control	3										1		2			3						
2.1.2	Secondary Control - Reserved																						
2.2	Right of Entry Notification or Request																						
2.2.1	Notification Letter to Enter Private Property	2										2					2						
2.2.2	Record of Notification	10										10					10						
2.3	Site Feature Survey and Utility Locates																						
2.3.1	Site Feature Mapping	48				6				6		2		40			42						
2.3.2	Utility Locates Survey	50				2				2		2		30	16		48						
2.3.3	Drone Flight	64										1	39	24			64						
2.3.4	Office Q/A and Q/C	4										4					4						
2.4	Establish Existing Alignment and Right of Way																						
2.4.1	Research																						
2.4.2	Field Reconnaissance and Locates - Reserved	20												20			20						
2.4.3	Survey Control Base Mapping - Reserved																						
2.4.4	Office Q/A and Q/C - Reserved																						
2.5	Records Filed at the Naz Pence County Recorder's Office - Reserved																						
2.5.1	Corner Perpetuation and Filings (CP&F) - Reserved																						
3.0	Preliminary Design	344		30	7	154	152.5			344													
3.1	Develop Design Criteria	8		1		4	3			8													
3.2	Existing Illumination System Data Collection	4				4				4													
3.3	Alternatives Analysis	48		4		24	20			48													
3.3.1	Alternatives Opinion of Probable Cost	11		1		6	4			11													
3.3.2	Alternatives Analysis Technical Memorandum Quality Control Review	3		1	2					3													
3.4	Preliminary Design																						
3.4.1	Preliminary Traffic Design	74		8		42	24			74													
3.4.2	Preliminary Traffic Control Design	30		2		10	18			30													
3.4.3	Preliminary Design Review Plans	112		4		40.5	67.5			112													
3.5	Preliminary Quantities and Engineer's Opinion of Probable Construction Cost	17		1		6	10			17													
3.6	Prepare Design Study Report	23		3		14	6			23													
3.7	Preliminary Quality Control Review	7		2	5					7													
3.8	Preliminary Design Review Meeting	7		3		3.5				7													
4.0	Final Design	295		53.5	8	131.5	102			295													
4.1	Final Traffic Design	64		8		36	20			64													
4.2	Final Pollution Prevention Plan	11		1		4	6			11													
4.3	Final Traffic Control Design	17		1		6	10			17													
4.4	Final Utility Design	13		1		4	8			13													
4.5	Final Design Review Plans	72		2		20	50			72													
4.6	Final Design Quantities and Engineer's Opinion of Probable Construction Cost	13		1		4	8			13													
4.7	Special Provisions	26		10		16				26													
4.8	Construction CPM Schedule	8		2		6				8													
4.9	Prepare Minimum Testing Requirements (MTR)	20		6	2	12				20													
4.10	Provide Environmental Support to LHTAC	12		4		8				12													
4.11	Final Design Quality Control Review	8		2	6					8													
4.12	Final Design Review Meeting	31		15.5		15.5				31													
5.0	PS&E	61		15	8	36	22			54													
5.1	Prepare PS&E Package	38		4		20	14			38													
5.2	PS&E Quality Control Review	8		2	6					8													
5.3	LHTAC Checklists and Bid Schedule	8		2		6				8													
5.4	Submit Resident Engineer Files																						
5.4.1	Roadway Quantity Worksheets	15		1		6	8			15													
5.4.2	Completed Project Information	6		4	2					6													
5.5	Bid Assistance	6		2		4				6													
6.0	Utility Coordination and Plans	47						10	37	47													
6.1	Impact Assessment and Notifications	26						10	16	26													
6.2	Utility Coordination Meetings	3							3	3													
6.3	Utility Relocations	18							18	18													
7.0	Public Involvement	51		1.5						1.5									20	29		49	
7.1	Stakeholder Database	10																	1	9		10	
7.2	Mail	20																	10	10		20	
7.3	Phone Calls	10																	5	5		10	
7.4	Construction News Release	5		0.5						0.5									2	2		4	
7.5	Construction Social Post	3		0.5						0.5									1	1		2	
7.6	Quarterly Magazine	4		0.5						0.5									1	2		3	
Total Labor Hours				1229.0	285.5	23	381	286.5	37	12.5	946	40	39	116	16	8	219		23	32.5	9	65	

Project: 8th St Safety Improvements, Lewiston
LHTAC Project No. A024(607)
Key No. 24607

		Consor							Arduzza										RBCi							
Work Element #	Work Element	Unit Cost	Total Costs	Lodging	Meals (and Incidentals) - Per Diem Day	Meals (and Incidentals) - All Day	Mileage	CONSOR	Postage	Telephone	Business	Research and Recording	GPS Road Hours	DAD Drive Hours	Lodging	Meals (and Incidentals) - Per Diem Day	Meals (and Incidentals) - All Day	Mileage	AND	Subtotal	Design/Graphics	Printing	Postage	RBCi		
		Unit	\$	\$110,000	\$51,000	\$68,000	\$0.700	Subtotal Costs	\$0.78	\$6,000	\$6,500	\$500,000	\$65,000	\$75,000	\$118,800	\$51,000	\$68,000	\$0.700	Costs	\$1,000	\$1,000	\$0.456	Subtotal Costs			
1.0	Project Management	\$	700.00	2	2	0	540	700.00	0	0	0	0	0	0	0	0	0	0	\$	-	0	0	0	\$		
1.1	Sell up hard copy, electronic files, and subcontractor agreements	\$	-					-											\$	-				\$		
1.2	Project Management, Administration, and Coordination	\$	-					-											\$	-				\$		
1.3	Prepare Project Schedule	\$	-					-											\$	-				\$		
1.4	Project Team and Miscellaneous Meetings	\$	-					-											\$	-				\$		
1.4.1	Project Kick-off Meeting	\$	700.00	2	2		540	700.00											\$	-				\$		
1.4.2	City/LHTAC Progress Meetings	\$	-					-											\$	-				\$		
1.4.3	Miscellaneous Meetings	\$	-					-											\$	-				\$		
1.4.4	Consort Team Meetings	\$	-					-											\$	-				\$		
1.5	Project Administration, Progress Reports, and Invoicing	\$	-					-											\$	-				\$		
2.0	Survey and Mapping	\$	6,156.20	0	0	0	0	6,156.20	0	2	2	0	50	10	0	6	6	480	\$	6,156.20	0	0	0	\$		
2.1	Survey Control	\$	-					-											\$	-				\$		
2.1.1	Establish Primary Control	\$	167.00					-		4	2		2						\$	167.00				\$		
2.1.2	Secondary Control - Reserved	\$	-					-											\$	-				\$		
2.2	Right of Entry Notification or Request	\$	-					-											\$	-				\$		
2.2.1	Notification Letter to Enter Private Property	\$	-					-											\$	-				\$		
2.2.2	Record of Notification	\$	-					-											\$	-				\$		
2.3	Site Feature Survey and Utility Locates	\$	-					-											\$	-				\$		
2.3.1	Site Feature Surveying	\$	84.00					-										120	\$	84.00				\$		
2.3.2	Utility Locates Survey	\$	2,357.20					-					24		4	2	2	120	\$	2,357.20				\$		
2.3.3	Drone Flight	\$	3,107.20					-					24	10	4	2	2	120	\$	3,107.20				\$		
2.4	Office QA and QC	\$	-					-											\$	-				\$		
2.4.1	Establish Existing Alignment and Right of Way	\$	-					-											\$	-				\$		
2.4.1	Research	\$	440.80					-				0			1	2	2	120	\$	440.80				\$		
2.4.2	Field Reconnaissance and Locates - Research	\$	-					-											\$	-				\$		
2.4.3	Survey Control Base Mapping - Reserved	\$	-					-											\$	-				\$		
2.4.4	Office QA and QC - Reserved	\$	-					-											\$	-				\$		
2.5	Records Filed at the Nez Perce County Recorder's Office - Reserved	\$	-					-											\$	-				\$		
2.5.1	Conceal Perpetuation and Filings (CPNF) - Reserved	\$	-					-											\$	-				\$		
3.0	Preliminary Design	\$	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	0	0	0	\$		
3.1	Develop Design Criteria	\$	-					-											\$	-				\$		
3.2	Existing Illumination System Data Collection	\$	-					-											\$	-				\$		
3.3	Alternatives Analysis	\$	-					-											\$	-				\$		
3.3.1	Alternatives Option of Probable Cost	\$	-					-											\$	-				\$		
3.3.2	Alternatives Analysis Technical Memorandum Quality Control Review	\$	-					-											\$	-				\$		
3.4	Preliminary Design	\$	-					-											\$	-				\$		
3.4.1	Preliminary Traffic Design	\$	-					-											\$	-				\$		
3.4.2	Preliminary Traffic Control Design	\$	-					-											\$	-				\$		
3.4.3	Preliminary Design Review Plans	\$	-					-											\$	-				\$		
3.5	Preliminary Quantities and Engineer's Opinion of Probable Construction Cost	\$	-					-											\$	-				\$		
3.6	Prepand Design Study Report	\$	-					-											\$	-				\$		
3.7	Preliminary Quality Control Review	\$	-					-											\$	-				\$		
3.8	Preliminary Design Review Meeting	\$	-					-											\$	-				\$		
4.0	Final Design	\$	700.00	2	2	0	540	700.00	0	0	0	0	0	0	0	0	0	0	\$	-	0	0	0	\$		
4.1	Final Traffic Design	\$	-					-											\$	-				\$		
4.2	Final Pollution Prevention Plan	\$	-					-											\$	-				\$		
4.3	Final Traffic Control Design	\$	-					-											\$	-				\$		
4.4	Final Utility Design	\$	-					-											\$	-				\$		
4.5	Final Design Review Plans	\$	-					-											\$	-				\$		
4.6	Final Design Quantities and Engineer's Opinion of Probable Construction Cost	\$	-					-											\$	-				\$		
4.7	Special Provisions	\$	-					-											\$	-				\$		
4.8	Construction CPM Schedule	\$	-					-											\$	-				\$		
4.9	Prepare Minimum Testing Requirements (MTR)	\$	-					-											\$	-				\$		
4.10	Provide Environmental Support to LHTAC	\$	-					-											\$	-				\$		
4.11	Final Design Quality Control Review	\$	700.00	2	2		540	700.00											\$	-				\$		
4.12	Final Design Review Meeting	\$	-					-											\$	-				\$		
5.0	PS&E	\$	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	0	0	0	\$		
5.1	Prepare PS&E Package	\$	-					-											\$	-				\$		
5.2	PS&E Quality Control Review	\$	-					-											\$	-				\$		
5.3	LHTAC Checklists and Bid Schedule	\$	-					-											\$	-				\$		
5.4	Submit Resident Engineer Files	\$	-					-											\$	-				\$		
5.4.1	Roadway Quantity Worksheets	\$	-					-											\$	-				\$		
5.4.2	Completed Project Information	\$	-					-											\$	-				\$		
5.5	Bid Assistance	\$	-					-											\$	-				\$		
6.0	Utility Coordination and Plans	\$	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	0	0	0	\$		
6.1	Impact Assessment and Notifications	\$	-					-											\$	-				\$		
6.2	Utility Coordination Meetings	\$	-					-											\$	-				\$		
6.3	Utility Relocations	\$	-					-											\$	-				\$		
7.0	Public Involvement	\$	3,683.20	0	0	0	0	3,683.20	0	0	0	0	0	0	0	0	0	0	\$	-	650	1100	4238	\$ 3,683.20		
7.1	Stakeholder Database	\$	-					-											\$	-				\$		
7.2	Mailers	\$	3,683.20					-											\$	-	650	1100	4238	\$ 3,683.20		
7.3	Phone Calls	\$	-					-											\$	-				\$		
7.4	Construction News Release	\$	-					-											\$	-				\$		
7.5	Construction Social Post	\$	-					-											\$	-				\$		
7.6	Quarterly Magazine	\$	-					-											\$	-				\$		
PROJECT WORK ELEMENTS TOTALS			\$	11,239.49	4	4	0	1080	\$	1,400.00	0	4	2	0	50	10	0	6	6	480	\$	6,156.20	650	1100	4238	\$ 3,683.20

Jonathan Gellings

From: William Derome <William.Derome@itd.idaho.gov>
Sent: Monday, March 31, 2025 12:11 PM
To: Kate Wallace
Cc: Rosemary Curtin; Andrew Wasdahl
Subject: RBCI Overhead Rate Approval Notice

Our Office of Internal Review has reviewed your request for approval of a new overhead rate. The request is approved.

Your maximum supportable overhead rate for new professional agreements is 135.89%. This rate is based on financial results for the fiscal year ending 12/31/24.

This approved overhead rate is valid for use on Idaho agreements; it should not be considered a cognizant rate. Local public agencies or other state DOTs are encouraged to use the rate with that understanding. ITD retains the right to adjust this overhead rate should a cognizant approval occur by another agency after this date.

No separate equipment rates were identified. Therefore, all equipment is assumed to be included in the overhead rate.

This approval was prepared for, and is intended for the use of Rosemary Brennan Curtin, Inc., and the Idaho Transportation Department. This communication and other cost data will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

Please contact me if you have any questions.



William Derome

Consultant Services
Idaho Highway Design
Work: 208.334.8061
Email: William.Derome@itd.idaho.gov
Website: itd.idaho.gov

Best 2h 13m 2 days 15 hr

7950 N Meadowlark Way, Coeur d'Alene

8th St, Lewiston, ID 83501

Add destination

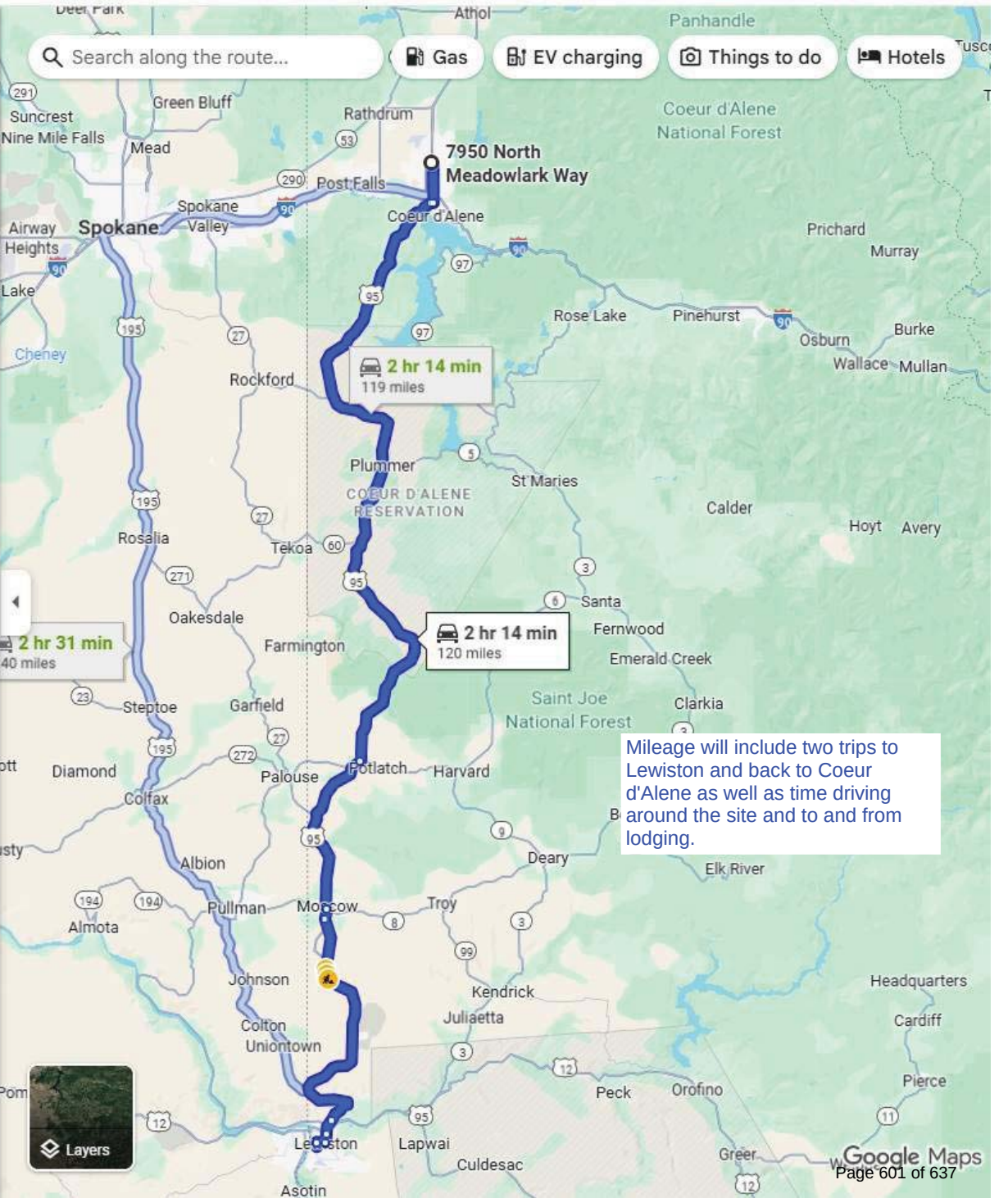
Leave now Options

Send directions to your phone Copy link

- via US-95 S 2 hr 14 min 120 miles
Fastest route now due to traffic conditions
Details Preview
- via US-95 S and US-12 W 2 hr 14 min 119 miles
- via US-195 S 2 hr 31 min 140 miles

Explore 8th St

Restaurants Hotels Gas stations Parking Lots More



Best 5h 19m — 4 days 1 day

Work (300 E Mallard Dr)

215 D St, Lewiston, ID 83501

Add destination

Leave now Options

Send directions to your phone Copy link

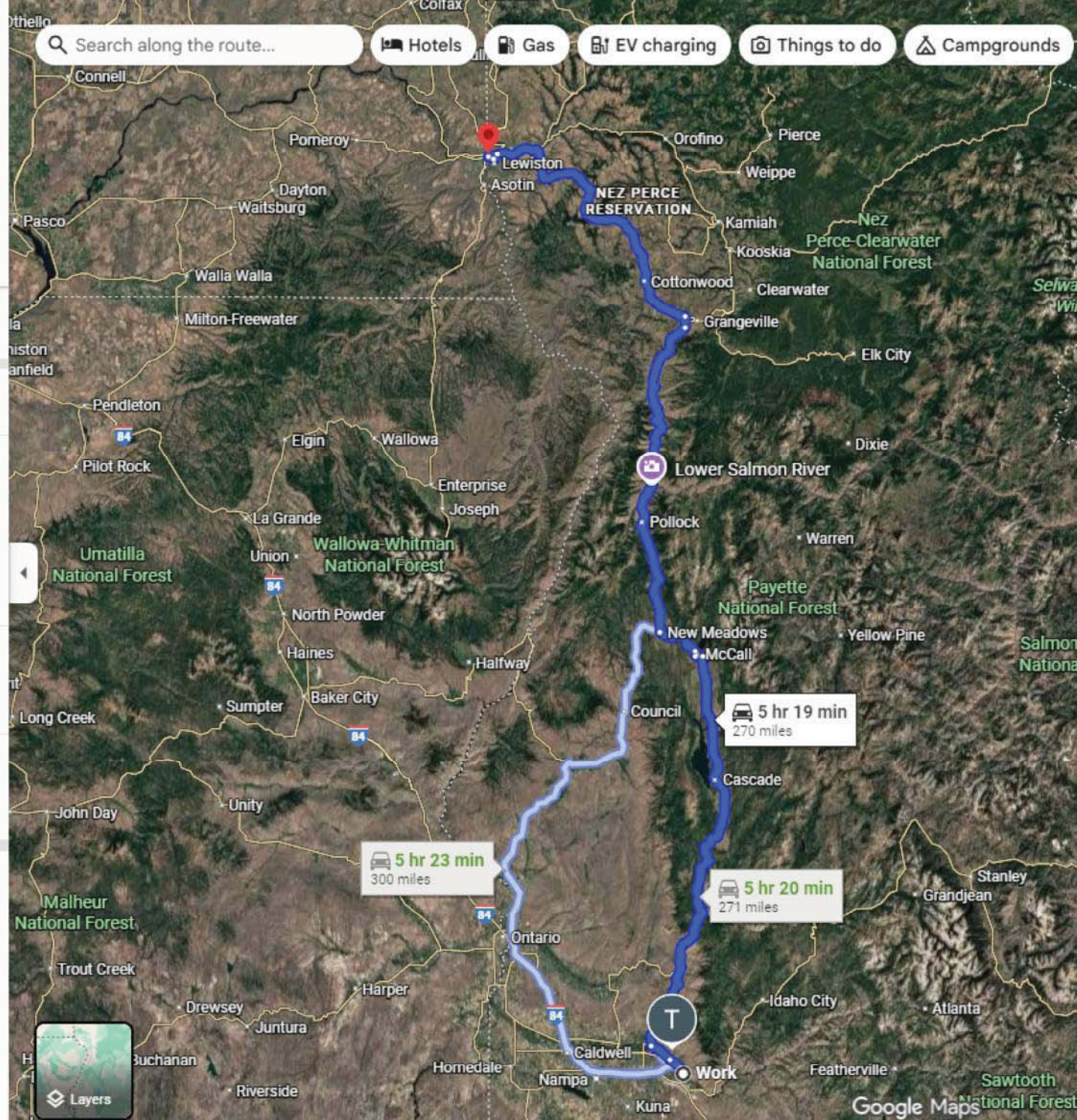
via ID-55 N and US-95 N **5 hr 19 min**
Fastest route now due to traffic conditions 270 miles
⚠ Your destination is in a different time zone.
Details Preview

via ID-44 E, ID-55 N and US-95 N **5 hr 20 min**
271 miles

via US-95 N **5 hr 23 min**
300 miles

Explore new places along this route

Add suggested stops

Conсор Mileage Backup. Assumed two round trips from Conсор office to City of Lewiston Public Works. $2 \times (270 \times 2) = 1080$ miles



big graphics quote

date 7.15.2025
Quote 25_8367

client RBCI
contact

project 8th Street

\$650.00

activity Post Card

\$650.00

THANKS FOR THE WORK!

208.342.6256 [voice] biggraph@gmail [e-mail] 84-1389078 [federal ID#]

SEND PAYMENT TO: Big Graphics, Inc, c/o Mountain West Bank, 80 South Cole Road, Boise, ID 83709

PLEASE INCLUDE ON THE MEMO LINE (FRONT) OR ON THE BACK (OF THE CHECK): For deposit: Account #21040002757

Payment terms – payment is due within thirty days of receipt of invoice. Late payment interest penalty rate – 5% per month



HI TECH COLOR LLC
1115 GROVE STREET
BOISE, ID 83702

Quote

DATE	
7/16/25	

BILL TO
RBCI

		P.O. NUMBER	TERMS	REP	JOB #
			t	HTJPM	
QUANTITY	DESCRIPTION			PRICE EACH	AMOUNT
	8th St Improvements Printing of Postcards (4,238)				\$1,100.00

7286 W. Airway Court
Boise, Idaho 83709-2886
(208) 375-4411
FAX: (208) 375-4677

**QUOTE**

DATE	INVOICE
7/18/25	

RBCI
ATTN: ROSEMARY CURTIN
12588 CLOVER MEADOWS DR
BOISE ID 83713

Quote		TERMS	
QUANTITY	DESCRIPTION	RATE	AMOUNT
	Postage & Mailing Quote		
	Lewiston, 8th St Improvements Post Card		\$1933.30
	Post Cards x \$1933.30 [postage, mail services]		
THANK YOU FOR YOUR BUSINESS			
		TOTAL:	\$1933.30



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE EAST ORCHARDS SEWER EXPANSION (WW069) PROJECT PHASE IV	AGENDA NO. V. F. AGENDA DATE: November 24, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) On August 14, 2017, City and Merrick & Company (formally Mountain Waterworks, Inc.) entered into an agreement for the East Orchards Sewer Expansion Phase I, which was competitively bid in accordance with the Idaho Statute 67-2320. Since then, there were five (5) amendments to the agreement that took the project through Phase II, design and construction. On January 9th, 2023, Council approved, and the Mayor signed a Professional Services Agreement (PSA) with Merrick (f.k.a. Mountain Water Works) for final design and construction of East Orchards Sewer Project: Phase III. Construction is still underway for this phase but should be wrapped up by the end of the year. In January 2025, Merrick helped the City prepare and submit their Letter of Interest (LOI) for a Clean Water Emerging Contaminant (EC) funding request. The request focused on the construction of sewer mains in the East Orchards that would allow residents served by aging septic systems to connect to the City's centralized collection and treatment system. The Department of Environmental Quality (DEQ) sent an invitation to apply for funding in June 2025. This funding opportunity will give the City the opportunity to begin Phase IV of the East Orchards Sewer Expansion project. DEQ is requiring an approved engineering contract prior to awarding the City the allocated \$1,501,280. The PSA in front of Council is with Merrick & Company for the East Orchards Sewer Expansion project. The agreement will be by task order for a not to exceed amount established under each Task Order. The approval and execution of this agreement will allow the City to submit the application to DEQ for FY26 funding for the EC grant.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) When the City's application is approved by DEQ, the budget will need to be amended. The approximate amount of funding allocated to the City at this time is \$1.5M in grant funds. This PSA with Merrick is a document needed to submit the application. Given the timing and roll of the DEQ funds, Merrick is not authorized to start work until written notice to proceed is given by the City when the DEQ funds become available.	

ACTION PROPOSED

Staff recommends Council approving, authorizing the Mayor to sign the Professional Services Agreement with Merrick & Company for East Orchards Sewer Expansion: Phase IV.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LEWISTON AND MERRICK & COMPANY, F.K.A. MOUNTAIN
WATER WORKS**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Merrick & Company, a Foreign Business Corporation, formerly known as Mountain Water Works, located at 8051 E Maplewood Ave Ste 300, Greenwood Village, CO 80111, (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, On August 14, 2017, City and Merrick & Company (formally Mountain Waterworks, Inc.) entered into an agreement for East Orchards Sewer Expansion Phase I, which was competitively bid in accordance with Idaho Statute 67-2320; and

WHEREAS, Phase 2 of the East Orchards Sewer Expansion project was initiated on August 16, 2018; and

WHEREAS, Phase 3 of the East Orchards Sewer Expansion project was initiated on January 9, 2023; and

WHEREAS, City desires Consultant to perform professional services associated with design and construction of additional sewer mains and services for East Orchards Sewer (EOS) system expansion project: Phase IV. Consultant agrees to complete the services delineated and within the specified days, as specified in each Task Order; and

WHEREAS, Consultant desires to perform such Services for City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between City and Consultant as follows:

I.

INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms therein.

II.

DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform the professional services as set forth in any corresponding Task Orders.

B. SPECIAL PROVISIONS: All special provisions that apply to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein. In the event that a special provision set forth in Exhibit B conflicts with any other term of this Agreement, the special provision shall govern.

C. INDEPENDENT CONTRACTOR: The Parties agree that Consultant is an independent contractor, with no employment relationship with City.

D. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

E. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's subcontractors do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

F. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

G. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

H. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

I. STANDARD OF CARE: Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

J. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Agreement without prior written approval from City.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims are caused by the negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to

be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, reasonable attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent contractor in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Agreement is terminated or expired, as well as while this Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-EXCLUSIVE: This Agreement is not exclusive to Consultant. Consultant acknowledges that City may obtain additional professional services of the same nature as provided for in this Agreement.

N. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any sub-consultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

O. PERSONNEL: In providing Services under this Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned

tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services,

supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS: If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Consultant is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms “boycott” and “company” shall have the meanings ascribed to them in Idaho Code § 67-2347A.

III.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant a not to exceed amount established under each Task Order. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant in writing within twenty-one (21) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes

of any kind shall be withheld and paid by City on behalf of Consultant or Consultant's employees. Consultant shall not be treated as an employee of City with respect to the Services performed pursuant to this Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

IV.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from the Effective Date of this Agreement through completion of the Services. In the event that this Agreement is dependent upon funding in a future fiscal year, the term of this Agreement shall be wholly contingent upon City's annual appropriation of funds for this Agreement. Said appropriation may be made solely at the option and discretion of City.

B. TERMINATION: This Agreement may be terminated only as follows:

1. City may terminate this Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.
2. Consultant may terminate this Agreement only if City defaults on its obligations under this Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.
3. City may terminate this Agreement in the event that City does not appropriate funds for the Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Agreement, and no financial obligations, penalty, liability, or consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section III.A of this Agreement for all Services performed through the date of termination.

C. NOTICES: All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Agreement.

Consultant: Merrick & Company
Ryan Rehder, P.E., Senior Project Manager
504 Main St, Ste. 310
Lewiston, Idaho 83501

City: City of Lewiston
Attn: Public Works – Joe Kaufman
P.O. Box 617
Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

E. SEVERABILITY: Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

F. SURVIVAL: Except with respect to City's obligations as set forth in Section IV.A of this Agreement concerning the non-appropriation of funds for this Agreement, all covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

G. AMENDMENTS: This Agreement may be amended only by a writing duly executed by both Parties.

H. PERFORMANCE/WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

I. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

J. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

K. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

L. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Agreement, including riots, acts of God, accidents, order of a court of competent

jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, epidemic, pandemic, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable.

M. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure.

N. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

O. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's and City's obligations under this Agreement. Consultant agrees to perform its services in accordance with the mutually agreed schedule.

P. NON-EXCLUSIVE REMEDIES: No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

Q. COUNTERPARTS: This Agreement may be executed in counterparts, each of which

shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

R. DISPUTE RESOLUTION: In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Each Party shall pay the fees of its counsel, consultants, and experts, but the fees and expenses for the mediator shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

S. OWNERSHIP OF DOCUMENTS: Upon City's payment to Consultant as provided in this Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively "Work Product") shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

T. JOINT DRAFTING: The Parties expressly agree that this Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

U. CONTRACTING AUTHORITY: Each Party warrants that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf, and that no consent from any other person or entity is necessary to effectuate this Agreement.

V. MERGER AND INTEGRATION: This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties concerning all subject matters contained in this Agreement are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below ("Effective Date").

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this 10th day of November 2025.

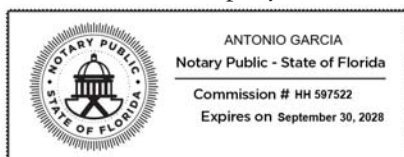
MERRICK & COMPANY

Ryan J Rehder

By: Ryan Rehder, Title: PNW Water Market Leader

STATE OF Florida)
County of Broward) ss.

On this 10th day of November 2025, before me, a Notary Public, personally appeared Ryan Rehder, known or identified to me as the PNW Water Market Leader of Merrick & Company, and stated he has the authority to execute this instrument on behalf of Merrick & Company, and did execute this instrument on behalf of Merrick & Company.



Antonio Garcia HH 597522
Online Notary
Notary Public for the State of Idaho Florida
Commission Expires 09/30/2028
Provided a DRIVER LICENSE for ID

EXHIBIT A
INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon full execution of this Agreement and prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates and endorsements required herein shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501
- D. Certificates must evidence the following stated coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Each Accident:	\$1,000,000 each
accident Bodily Injury by Accident:	\$1,000,000
policy limit Bodily Injury by Disease:	\$1,000,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$4,000,000
Product/Completed Operations Aggregate:	\$4,000,000
Personal & Advertising Injury Liability:	\$4,000,000
Per Occurrence:	\$2,000,000
Damage to Rented Premises:	\$ 500,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury,

advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Required coverage shall be maintained without interruption from the date City and Consultant fully execute this Agreement and prior to Consultant commencing work under this Agreement through the statute of limitations (or statute of repose, if applicable).

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for \$1,000,000 combined single limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement.
 5. PROFESSIONAL LIABILITY insurance with limits of \$5,000,000 per claim and \$5,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. Continuous or extended reporting coverage shall be maintained a minimum of three (3) years after the Services are last provided under this Agreement.
- E. Consultant shall name the City, its officers, officials, employees, and volunteers ("Additional Insureds") as additional insureds on Consultant's commercial general liability insurance policy and all other liability insurance policies with the exception of the professional liability policy, with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts, or equipment furnished in connection with such work or operations. To the maximum extent permitted by law, the coverage provided to the Additional Insureds under the commercial general liability policy shall be provided by a policy provision or an endorsement that is as least as broad as CG 20 10 07 04 (ongoing operations) in combination with CG 20 37 07 04 (completed operations). Notwithstanding the foregoing, Consultant shall provide ISO Form B - CG 20 10 11 85 or equivalent coverage where available from its carrier. The Additional Insured endorsement must be provided with the certificate of insurance. Such policy provision(s) or endorsement(s) shall further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the Additional Insureds.
- F. Consultant waives all rights against City, its officers, officials, employees, and volunteers for recovery of damages to the extent that damages are covered by commercial general liability, commercial excess/umbrella liability, business automobile liability, workers' compensation or employer's liability insurance, or professional liability insurance maintained pursuant to the requirements of this Agreement.
- G. The Worker's Compensation, Employer's Liability, Professional Liability, Commercial General Liability, and Business Automobile Liability insurance policies carried by Consultant pursuant to this Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the

certificate(s) of insurance.

- H. For any policy required of Consultant, any deductible or self-insured retention shall be the sole responsibility of Consultant. Funding of deductibles or self-insured retentions maintained by Consultant is the sole responsibility of Consultant, including any deductible or self-insured retentions applicable to coverage afforded to City or other Additional Insureds. The coverage afforded to the Additional Insureds must not be conditioned upon payment of any deductible or self-insured retentions.
- I. Consultant shall require that any contractor of any tier retained to fulfill Consultant's duties under this Agreement shall: (1) procure and maintain insurance that complies with the requirements set forth in this Exhibit, including the additional insured, primary and non-contributory, and waiver of subrogation requirements; and (2) provide Consultant with certificates of insurance and endorsements evidencing such coverages and endorsements. Additionally, Consultant shall review such certificates of insurance and endorsements to ensure that the coverages therein evidenced comply with the requirements set forth in this Exhibit. On a case-by-case basis, City may agree to adjust these requirements for any contractor.
- J. Receipt by City of a non-conforming certificate of insurance, policy, or endorsement without objection or City's failure to collect a certificate of insurance shall not waive or alter Consultant's duty to comply with the insurance requirements set forth herein.
- K. Consultant shall keep the insurance policies in effect as long as the Agreement is in effect or as otherwise specified herein, whichever is longer.
- L. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policies.
- M. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 - 1. Order Consultant to stop work under this Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
 - 2. Terminate this Agreement. Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

N. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or for property arising from Consultant's, or its subcontractor's, performance of the work covered under this Agreement.

EXHIBIT B
SPECIAL PROVISIONS

None

STATE OF IDAHO
COUNTY OF NEZ PERCE

} ss.

I, Patty O. Weeks, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named and/or the questions as they appeared on the election ballot on November 4, 2025, as shown by the record of the Board of Canvassers filed in my office this 7th day of November, 2025.





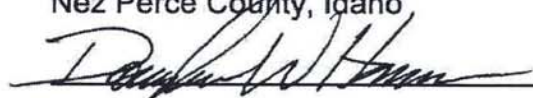
Patty O. Weeks, Clerk
County Clerk

STATE OF IDAHO
COUNTY OF NEZ PERCE

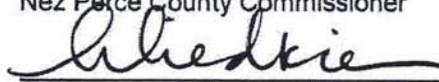
} ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 7, 2025, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 4, 2025 as shown by the records now on file in the County Clerk's office.

BOARD OF COUNTY COMMISSIONERS
Nez Perce County, Idaho

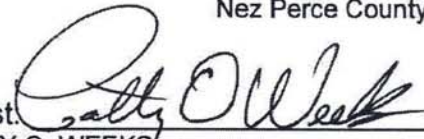

DOUGLAS W. HAVENS, Chairman
Nez Perce County Commissioner

JOE GISH, Member
Nez Perce County Commissioner



HANNAH LIEDKIE, Member
Nez Perce County Commissioner



Attest: 
PATTY O. WEEKS
Nez Perce County

Lewiston Mayor

Vote for 1

	TOTAL	%
Dan Johnson	3,499	63.24%
Darlene L. Lambert	2,034	36.76%
Total Votes Cast	5,533	
Over Votes	2	
Under Votes	167	
Total Ballots Cast	5,702	

Lewiston City Council

Vote for 3

	TOTAL	%
Andrea Ackerland	2,403	16.10%
Bob Blakey	1,725	11.56%
Kassee Forsmann	3,210	21.51%
Linda Glines	1,564	10.48%
Brennon Lefty	934	6.26%
Bryan Moree	2,437	16.33%
Matthew Wright	2,651	17.76%
Total Votes Cast	14,924	
Over Votes	903	
Under Votes	1,279	
Total Ballots Cast	5,702	

Lewiston Special Bond ElectionRequires 66.67% to pass

	TOTAL	%
IN FAVOR OF issuing bonds in an amount not to exceed \$22,540,000	2,945	53.96%
AGAINST issuing bonds in an amount not to exceed \$22,540,000	2,513	46.04%
Total Votes Cast	5,458	
Over Votes	3	
Under Votes	241	
Total Ballots Cast	5,702	

Highland Joint School District No. 305 Trustee Zone 5Vote for 1

	TOTAL	%
Chad Knowlton	24	75.00%
JeAnn Willson	8	25.00%
Total Votes Cast	32	
Over Votes	0	
Under Votes	1	
Total Ballots Cast	33	

Lapwai School District No. 341 Trustee Zone 2

Vote for 1

	TOTAL	%
Lori Lynn Parrish	48	64.86%
Lori Johnson	26	35.14%
Total Votes Cast	74	
Over Votes	0	
Under Votes	0	
Total Ballots Cast	74	

Genesee Joint School District No. 282 Supplemental Levy

Requires over 50% to pass

	TOTAL	%
IN FAVOR OF authorizing a supplemental levy in the amount of \$1,185,000 per year for one (1) year	39	48.75%
AGAINST authorizing a supplemental levy in the amount of \$1,185,000 per year for one (1) year	41	51.25%
Total Votes Cast	80	
Over Votes	0	
Under Votes	0	
Total Ballots Cast	80	

Consolidated Election - November 4, 2025

November 04, 2025

Kendrick Joint School District No. 283 Supplemental Levy

Requires over 50% to pass

	TOTAL	%
IN FAVOR OF authorizing a supplemental levy in the amount of \$795,000 per year for two (2) years	38	63.33%
AGAINST authorizing a supplemental levy in the amount of \$795,000 per year for two (2) years	22	36.67%
Total Votes Cast	60	
Over Votes	0	
Under Votes	0	
Total Ballots Cast	60	

Joint School District No. 171 Supplemental Levy

Requires over 50% to pass

	TOTAL	%
IN FAVOR OF authorizing a supplemental levy in the amount of \$2,685,000 per year for two (2) years	27	50.94%
AGAINST authorizing a supplemental levy in the amount of \$2,685,000 per year for two (2) years	26	49.06%
Total Votes Cast	53	
Over Votes	0	
Under Votes	0	
Total Ballots Cast	53	

Consolidated Election - November 4, 2025

November 04, 2025

Lewiston Mayor

Vote For 1

	Dan Johnson	Darlene L. Lambert	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
LEWISTON 1	79	27	0	1	637	106
LEWISTON 2	87	70	0	3	744	157
LEWISTON 3	143	59	0	10	827	202
LEWISTON 4	102	64	0	9	699	166
LEWISTON 5	74	52	0	6	596	126
LEWISTON 6	135	91	1	9	924	226
LEWISTON 7	109	76	0	8	617	185
LEWISTON 8	254	107	0	11	1,066	361
LEWISTON 9	184	76	0	4	1,143	260
LEWISTON 10	67	53	0	3	575	120
LEWISTON 11	108	66	0	5	857	174
LEWISTON 12	48	29	0	2	394	77
LEWISTON 13	108	38	0	2	665	146
LEWISTON 14	94	88	0	3	718	182
LEWISTON 15	82	70	0	4	603	152
LEWISTON 16	87	59	0	2	708	146
LEWISTON 17	173	108	0	10	931	281
LEWISTON 18	87	40	0	2	617	127
LEWISTON 19	230	139	0	6	1,151	369
LEWISTON 20	136	92	1	8	910	228
LEWISTON 21	216	120	0	13	1,297	336
LEWISTON 22	153	86	0	9	953	239
ABSENTEE	743	424	0	37	0	1,167
Contest Total	3,499	2,034	2	167	17,632	5,533

Lewiston City Council											
Vote For 3											
	Andrea Ackerland	Bob Blakey	Kasee Forsmann	Linda Glines	Brennon Leafly	Bryan Moree	Matthew Wright	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
LEWISTON 1	41	44	53	32	23	46	53	6	23	637	292
LEWISTON 2	74	44	77	57	31	70	67	24	36	744	420
LEWISTON 3	81	82	136	49	33	93	100	24	38	827	574
LEWISTON 4	68	69	87	53	28	70	66	30	54	699	441
LEWISTON 5	61	40	75	30	29	63	54	21	23	596	352
LEWISTON 6	109	67	103	70	47	102	110	57	43	924	608
LEWISTON 7	72	63	110	41	30	82	97	21	63	617	495
LEWISTON 8	143	119	210	96	64	165	185	42	92	1,066	982
LEWISTON 9	121	69	172	67	33	99	138	30	63	1,143	699
LEWISTON 10	60	23	64	38	26	52	55	30	21	575	318
LEWISTON 11	77	53	115	49	24	70	80	27	42	857	468
LEWISTON 12	36	21	46	13	18	38	40	6	19	394	212
LEWISTON 13	58	33	93	42	20	60	82	36	20	665	388
LEWISTON 14	89	44	91	52	38	96	62	36	47	718	472
LEWISTON 15	58	41	97	40	29	60	76	18	49	603	401
LEWISTON 16	73	44	84	29	29	69	71	21	24	708	399
LEWISTON 17	131	84	170	63	65	131	141	42	46	931	785
LEWISTON 18	53	43	73	35	21	50	62	18	32	617	337
LEWISTON 19	183	103	207	100	58	188	161	78	47	1,151	1,000
LEWISTON 20	106	57	126	71	31	101	99	42	78	910	591
LEWISTON 21	153	89	171	91	52	149	157	78	107	1,297	862
LEWISTON 22	117	62	147	76	37	115	117	33	40	953	671
ABSENTEE	439	431	703	370	168	468	578	183	272	0	3,157
Contest Total	2,403	1,725	3,210	1,564	934	2,437	2,651	903	1,279	17,632	14,924

Consolidated Election - November 4, 2025

November 04, 2025

Lewiston Special Bond Election

	IN FAVOR OF issuing bonds in an amount not to exceed \$22,540,000	AGAINST issuing bonds in an amount not to exceed \$22,540,000	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
LEWISTON 1	77	29	0	1	637	106
LEWISTON 2	84	70	0	6	744	154
LEWISTON 3	146	61	1	4	827	207
LEWISTON 4	104	65	0	6	699	169
LEWISTON 5	75	52	0	5	596	127
LEWISTON 6	118	112	0	6	924	230
LEWISTON 7	124	65	0	4	617	189
LEWISTON 8	196	164	1	11	1,066	360
LEWISTON 9	160	91	0	13	1,143	251
LEWISTON 10	61	58	0	4	575	119
LEWISTON 11	96	74	0	9	857	170
LEWISTON 12	35	43	1	0	394	78
LEWISTON 13	67	75	0	6	665	142
LEWISTON 14	70	112	0	3	718	182
LEWISTON 15	78	71	0	7	603	149
LEWISTON 16	65	78	0	5	708	143
LEWISTON 17	142	146	0	3	931	288
LEWISTON 18	61	64	0	4	617	125
LEWISTON 19	159	201	0	15	1,151	360
LEWISTON 20	106	123	0	8	910	229
LEWISTON 21	151	191	0	7	1,297	342
LEWISTON 22	124	121	0	3	953	245
ABSENTEE	646	447	0	111	0	1,093
Contest Total	2,945	2,513	3	241	17,632	5,458

Highland Joint School District No. 305 Trustee Zone 5

Vote For 1

	Chad Knowlton	JeAnn Willson	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
GIFFORD 30	24	8	0	1	64	32
Contest Total	24	8	0	1	64	32

Lapwai School District No. 341 Trustee Zone 2

Vote For 1

	Lori Lynn Parrish	Lori Johnson	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
LAPWAI 26	48	26	0	0	269	74
Contest Total	48	26	0	0	269	74

Genesee Joint School District No. 282 Supplemental Levy

	<i>IN FAVOR OF authorizing a supplemental levy in the amount of \$1,185,000 per year for one (1) year</i>	<i>AGAINST authorizing a supplemental levy in the amount of \$1,185,000 per year for one (1) year</i>	<i>Over Votes</i>	<i>Under Votes</i>	<i>Total Registered Voters</i>	<i>Total Votes Cast</i>
RIMROCK 23	39	41	0	0	132	80
Contest Total	39	41	0	0	132	80

Kendrick Joint School District No. 283 Supplemental Levy

	<i>IN FAVOR OF authorizing a supplemental levy in the amount of \$795,000 per year for two (2) years</i>	<i>AGAINST authorizing a supplemental levy in the amount of \$795,000 per year for two (2) years</i>	<i>Over Votes</i>	<i>Under Votes</i>	<i>Total Registered Voters</i>	<i>Total Votes Cast</i>
LELAND 27	38	22	0	0	256	60
Contest Total	38	22	0	0	256	60

Joint School District No. 171 Supplemental Levy

	IN FAVOR OF authorizing a supplemental levy in the amount of \$2,685,000 per year for two (2) years	AGAINST authorizing a supplemental levy in the amount of \$2,685,000 per year for two (2) years	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
PECK 29	27	26	0	0	259	53
Contest Total	27	26	0	0	259	53

City of Lewiston

Precinct	Registration at Cutoff	Election Day Registrations	Total Registrations	Ballots Cast	Turnout
LEWISTON 1	633	4	637	107	16.80%
LEWISTON 2	738	6	744	160	21.51%
LEWISTON 3	808	19	827	212	25.63%
LEWISTON 4	694	5	699	175	25.04%
LEWISTON 5	588	8	596	132	22.15%
LEWISTON 6	917	7	924	236	25.54%
LEWISTON 7	608	9	617	193	31.28%
LEWISTON 8	1,061	5	1066	372	34.90%
LEWISTON 9	1,137	6	1143	264	23.10%
LEWISTON 10	571	4	575	123	21.39%
LEWISTON 11	846	11	857	179	20.89%
LEWISTON 12	391	3	394	79	20.05%
LEWISTON 13	658	7	665	148	22.26%
LEWISTON 14	713	5	718	185	25.77%
LEWISTON 15	597	6	603	156	25.87%
LEWISTON 16	703	5	708	148	20.90%
LEWISTON 17	927	4	931	291	31.26%
LEWISTON 18	614	3	617	129	20.91%
LEWISTON 19	1,140	11	1151	375	32.58%
LEWISTON 20	907	3	910	237	26.04%
LEWISTON 21	1,283	14	1297	349	26.91%
LEWISTON 22	947	6	953	248	26.02%
ABSENTEE				1204	
Total	17,481	151	17,632	5,702	32.34%

Highland Joint School District No. 305 Trustee Zone 5

Precinct	Registration at Cutoff	Election Day Registrations	Total Registrations	Ballots Cast	Turnout
GIFFORD 30	64	0	64	33	51.56%
Total	64	0	64	33	51.56%

Lapwai School District No. 341 Trustee Zone 2

Precinct	Registration at Cutoff	Election Day Registrations	Total Registrations	Ballots Cast	Turnout
LAPWAI 26	259	10	269	74	27.51%
Total	259	10	269	74	27.51%

Genesee Joint School District No. 282 Supplemental Levy

Precinct	Registration at Cutoff	Election Day Registrations	Total Registrations	Ballots Cast	Turnout
RIMROCK 23	132	0	132	80	60.61%
Total	132	0	132	80	60.61%

Kendrick Joint School District No. 283 Supplemental Levy

Precinct	Registration at Cutoff	Election Day Registrations	Total Registrations	Ballots Cast	Turnout
LELAND 27	255	1	256	60	23.44%
Total	255	1	256	60	23.44%

Joint School District No. 171 Supplemental Levy

Precinct	Registration at Cutoff	Election Day Registrations	Total Registrations	Ballots Cast	Turnout
PECK 29	259	0	259	53	20.46%
Total	259	0	259	53	20.46%

Nez Perce County Total

	Registration at Cutoff	Election Day Registrations	Total Registrations	Ballots Cast	Turnout
Total	18,450	162	18,612	6,002	32.25%