



17338 Sunnydale Place Caldwell, ID, 83607
(208) 350 - 9422
brentorton@ortonengineers.com

Agreement Between Owner and Engineer for Professional Services

This signed agreement for engagement of Engineering Professional Services and representation is effective between the following Owner and Engineer:

Owner Information	Engineer Information
Owner: Canyon County, Idaho Represented By: Rick Britton Title: Public Works Director Phone Number: (208) 454-7397 Email: rickey.britton@canyoncounty.id.gov Owner Address for Notices: 1115 Albany St. Caldwell, ID 83605	Engineer: Orton Engineering LLC Represented by: Brent Orton, PE Title: Owner and Principal Engineer Engineer License: P-13359 Firm Certificate of Authorization No: C-4731 State of: Idaho Phone Number: (208) 350-9422 Email: brentorton@ortonengineers.com Address for Notices: 17338 Sunnydale Place Caldwell Idaho 83607

Project Information
Project Title: Pond Lane Detention Facility Project Project Description: Pond Lane Detention Facility Water and Sewer Permitting Project Property Location: Pond Lane and Hwy 20/26, Canyon County

Engineering Services or Representation Requested:
<input checked="" type="checkbox"/> Civil Engineering Consulting and Design Services <ul style="list-style-type: none"><input type="checkbox"/> Representation for the Owner to involved City, County, State and Federal Departments, Districts & Councils where applications, coordination and collaboration, and approval are required for the project.<input type="checkbox"/> Representation for the Owner in collaboration with other businesses, suppliers & manufacturers, contractors & subcontractors, and organizations involved in the project, etc. <input type="checkbox"/> Other: _____

This document certifies and validates that the Owner has agreed with the Engineer to represent them for the project outlined above and is authorized to begin rendering services as of the effective date below until the date of completion of the project, or until either party has terminated the agreement in written communication to each other. Entities who have been working with the Owner related to this project are authorized and requested to include Engineer in communication and providing of documents or applications related to the Projects.

Owner Responsibilities: The Owner is responsible for all requirements, instructions and for the accuracy and completeness of information furnished to the Engineer. The Owner will respond in a timely manner to questions or clarifications or approvals sought by the Engineer regarding the project.



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Engineer Responsibilities: The Engineer will comply with all applicable Laws and Regulations and owner requests that are within the law. The Engineer will complete all obligations within a reasonable time proportional to the extent of the scope of the project. The Engineer shall communicate often by phone and email about progress of the project, major milestones, requirements, expenses and next steps for project completion. The Engineer will obtain approval of the Owner before incurring out of scope expenses or before contracting out of scope services that would be billable to the Owner.

Compensation Rates: The Owner will be responsible for reimbursing the Engineer for Civil Engineering Services and direct project expenses incurred.

The Engineer will work for the owner on a time and materials basis for the following rates.

- **Principal Engineer:** \$250/hr
- **Project Engineer:** \$150/hr
- **Civil Designer:** \$80/hr
- **Drafter Hours:** \$55/hr
- **Engineering Tech Time:** \$40/hr
- **Office Staff Hours:** \$35/hr.
- **Structural Engineer:** \$175/hr
- **Survey Equipment Charge Fee:** \$600/per day
- **Materials & Expenses:** All direct expenses, application fees, sub-contracted labor, equipment rental, printing and supply costs related to the project will be reimbursed to the Engineer and must be pre-approved by the Owner.
 - If the Engineer covers the cost of materials or expenses for the project, the cost of materials, expenses, or subcontracted labor will be marked up 15%.
- **Affiliate Engineering:** The Engineer may contract with outside or affiliate engineering resources. These resources will be billed based on the Engineer's hourly rates. The Engineer at all times reserves the right to subcontract work as he deems will be in the best interest of the Owner.

The Engineer performs some services on a lump sum basis, meaning that a uniform charge is applied for a particular scope. For example, Subdivision Engineering Reports are billed at \$1000/lot. If requested, the Engineer is also willing to work for the Owner on a scope and budget basis or a time and materials not to exceed basis as negotiated on your specific project. If unforeseen circumstances expand the scope of the project, the Owner may receive a request from the Engineer to expand the scope and budget respectively.

Invoices & Payments: Owners will be invoiced for work completed in reaching major milestones and when the services are complete. Invoices are due within 30 days of receipt, with a 3% interest charge on all invoices past due. If the project is terminated by the Owner prior to the completion of the project but where services have been partially performed, the Owner will be responsible to pay for services that have been rendered on their behalf up to the date of project termination.

Indemnification Statements: Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, the Engineer and the Owner agree to indemnify and hold each other harmless and their respective employees, subcontractors, successors, and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind which result from or arise from their own act, omission, or negligence.



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In the event that contractor(s) constructing improvements designed by the Engineer become aware of a defect or error in the design, they shall immediately communicate the same to the Engineer for corrected direction. Failure to divulge known defects constitutes negligence on the part of the contractor from which the Engineer shall be indemnified.

Maximum Liability: To the extent allowed by applicable law, the Engineer's maximum liability shall be limited to the actual fees and charges paid to Orton Engineering, LLC for the engineering services. In no case shall the Engineer be held liable for problems, failures, or product deficiencies when construction drawings and specifications have not been precisely followed.

Signatures of Agreement between Owner and Engineer for Professional Services:

Effective Date of Agreement: _____

Owner Signatures
Owner: Signature of Owner or Representative: <u>See attached signature page</u> Print Name: _____ Date Signed: _____

Engineer Signatures
Engineer: Orton Engineering LLC Signature of Owner or Representative:  Print Name: Brent Orton, PE, MSCE Date Signed: <u>10/08/2025</u>

DATED this 9th day of October, 2025.

BOARD OF COUNTY COMMISSIONERS

X Motion Carried Unanimously
 Motion Carried/Split Vote Below
 Motion Defeated/Split Vote Below



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

Yes

No

Did Not Vote



X

X

ATTEST: RICK HOGABOAM, CLERK

By: 

Deputy Clerk