

**CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT  
ENGINEERING AND SURVEYING SERVICES AGREEMENT**

**THIS NONEXCLUSIVE AGREEMENT** for professional engineering and surveying services is made this and entered into by and through, Keller Associates, Inc., having a local address 100 E Bower St, STE 110, Meridian, ID 83642 (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the state of Idaho, having offices at 1115 Albany Street, Caldwell, Idaho 83605 (hereinafter "COUNTY") is effective on the date fully executed by both Parties.

The services required by this Agreement are to be rendered for specific projects to be authorized, after review and negotiation of the Project Scope of Services and will be defined in a separate Project Scope of Services that will define the contemplated tasks to be provided for Canyon County Development Services Department (hereinafter "DSD"), Canyon County Courthouse complex at 1115 Albany Street Caldwell, ID, and compensation for each Project. Compensation for professional engineering and surveying services for each Project shall not exceed fifty thousand dollars (\$50,000) as provided in Idaho Code § 67-2320.

**WHEREAS**, COUNTY has selected CONTRACTOR as one of several engineering and/or surveying firms in a nonexclusive arrangement to provide said professional engineering and surveying services for its Development Services Department; and

**WHEREAS**, CONTRACTOR and COUNTY are desirous of entering into an Agreement to provide for professional engineering and surveying services for COUNTY;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

**1. PURPOSE:**

1.1 COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following:

1.1.1 Professional engineering and surveying services as assigned on a Project basis for the analysis of land use applications submitted to the COUNTY including, but not limited to, all stages of plat review, record of survey, and review road certification in accordance with federal, state and County specific standards, as applicable.

1.1.2 Professional services and surveying services as assigned in accordance with Exhibit 1.

1.1.3 Exhibits 1 is fully incorporated as part of this Agreement. Conflicting terms are controlled in favor of the terms in this Agreement over terms in exhibits.

25.075

## **2. CONTRACTOR REPRESENTATIONS:**

- 2.1 CONTRACTOR shall exercise usual and customary professional care in its efforts to prepare all documents and things required by this Agreement including, but not limited to, designs, advice, reports, needs assessments, and plans and specifications, in conformity and compliance with all applicable law, codes, and regulations. The standard of care for all professional engineering and related services performed or furnished by the CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The CONTRACTOR makes no warranties, express or implied, under this Agreement or otherwise, in connection with the CONTRACTOR'S services.
- 2.2 CONTRACTOR is licensed by the state of Idaho to perform the work.
- 2.3 CONTRACTOR agrees to comply with all applicable federal, state, and local laws, rules and regulations in any way affecting the Contract or work performed under the Contract.
- 2.4 CONTRACTOR represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.5 CONTRACTOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.

## **3. COMPENSATION:**

- 3.1 The fee schedule in Exhibit 1 is amended as follows:
  - 3.1.1 Final Plat (First Review per Idaho Code) • \$280+\$50/lot
  - 3.1.2 Additional one time review fee after the second review \$500
  - 3.1.3 Private Road Certification (per County ordinance) • \$500/private road
- 3.2 As compensation for professional engineering and surveying services performed under this Agreement at the request of COUNTY, COUNTY shall pay CONTRACTOR pursuant to the fee schedule set forth in the Project Scope of Services attached hereto as Exhibit 1. For compensation for professional engineering and surveying services with a set fee performed under this Agreement at the request of developers, CONTRACTOR shall bill said developers pursuant to the fee schedule set forth in the Project Scope of Services attached hereto as Exhibit 1.

3.3 As a condition precedent for any payment due under this Agreement from COUNTY, CONTRACTOR shall submit monthly, unless otherwise agreed in writing by COUNTY, an invoice to COUNTY requesting payment for services properly rendered and expenses due hereunder. CONTRACTOR invoice shall describe with reasonable particularity each service rendered, the date thereof, and the persons rendering such service. CONTRACTOR invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as COUNTY may require.

3.4 CONTRACTOR shall submit invoices to:

Canyon County Development Services Department  
111 N. 11<sup>th</sup> Ave.  
Caldwell, Idaho 83605

3.5 Compensation for services for any Project shall not exceed fifty thousand dollars (\$50,000) as provided in Idaho Code § 67-2320.

3.6 Subject to Article 8, sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, COUNTY will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon CONTRACTOR'S receipt of original notice from COUNTY informing CONTRACTOR of that event.

**4. TIME OF PERFORMANCE:**

4.1 Time is of the essence in the performance of the work.

4.2 The term of this Agreement shall in effect immediately upon the date of the last signature on this Agreement, through and including September 30, 2025. At the end of the initial renewal term, this Agreement will automatically renew for subsequent one (1) year periods, beginning October 1, 2025, unless otherwise terminated as provided herein.

4.3 The County may, for any reason whatsoever, or without reason, terminate performance under the Agreement by Contractor for convenience. County shall give at least thirty (30) days prior written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall stop all work at the time of such Notice. When terminated for the County's convenience, Contractor shall be compensated for work done to that point for which payment has not issued. In no event shall CONTRACTOR be entitled to recover anticipated profits or consequential damages.

**5. INSURANCE:**

5.1 The CONTRACTOR shall maintain the following Insurance at all times this Contract is in effect and for the state periods after final completion of the Project:

5.1.1 Workers Compensation insurance meeting the statutory requirements of the State of Idaho.

5.1.2 Comprehensive General Liability or commercial general liability insurance including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

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. Canyon County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

5.1.3 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 Contract.

5.1.4 Professional liability insurance coverage, including contractual liability unless excluded by the professional liability policy, in an amount not less than One Million Dollars (\$1,000,000.00), and CONTRACTOR shall maintain such coverage for at least four (4) years from the termination of this Agreement; during this four-year period, CONTRACTOR shall use CONTRACTOR's best efforts to provide that there is no change of the retroactive date on this insurance coverage.

5.2 CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and is required to notify COUNTY ten (10) days prior to cancellation of said policy.

**6. INDEMNIFICATION:**

CONTRACTOR agrees to indemnify and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this Agreement, only to the extent caused by any negligent error or omission or the failure to comply with applicable laws, statute, ordinances or regulations of any governmental authority. Nothing herein shall require contractor to perform its services at a level beyond the customary standard of care for such services. To the extent determined to be negligent, CONTRACTOR agrees to reimburse COUNTY for defense costs.

**7. INDEPENDENT CONTRACTOR:**


- 7.1 The parties agree that CONTRACTOR is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.
- 7.2 COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved.

**8. MISCELLANEOUS:**

- 8.1 The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the state of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the state of Idaho in Canyon County.

- 8.2 Legislatively Mandated Certification Concerning Boycott of Israel:

Consultant must select and initial at least one of the following certifications:

 ☒ Pursuant to Idaho Code § 67-2346, Consultant certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

☐ Consultant certifies that County's payments under the Agreement will not exceed One Hundred Thousand Dollars (\$100,000).

☐ Consultant certifies that Consultant does not employ more than nine persons.

- 8.3 Legislatively Mandated Certification Concerning Companies Owned or Operated by the government of China Pursuant to Idaho Code § 67-2359:

Consultant hereby certifies that it "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." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

- 8.4 This Agreement is personal to the parties. No party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other.
- 8.5 This Agreement may be executed in any number of counterparts and, notwithstanding that all parties may not execute the same counterpart, each of such counterparts for all purposes shall be deemed to be an original, and all such counterparts shall constitute one and the same agreement.
- 8.6 This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.
- 8.7 The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect

CONTRACTOR

DATED this 30 day of June, 2025.

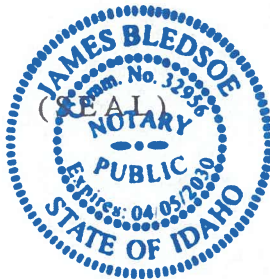
Justin Walker  
Contractor Signature

Justin Walker  
Contractor Name (printed)

STATE OF IDAHO )  
 ) ss.

County of CANYON )

On this 30 day of June, 2025, before me, a notary public,  
personally appeared Justin Walker, known or identified to me to be the  
Principal for Keller Associates, Inc., whose name is subscribed to  
the within instrument, and acknowledged to me that said corporation executed the same.



[Signature]  
Notary Public for Canyon County  
Residing at: Nampa  
My Commission Expires: 4/5/2030

COUNTY

DATED this 10<sup>th</sup> day of July, 2025.

CANYON COUNTY BOARD OF COMMISSIONERS

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

	Yes	No	Did Not Vote
<u>did not participate</u> Commissioner Leslie Van Beek	<u>      </u>	<u>      </u>	<u>      </u>
<u>Brad Holton</u> Commissioner Brad Holton	<u>X</u>	<u>      </u>	<u>      </u>
<u>Zach Brooks</u> Commissioner Zach Brooks	<u>X</u>	<u>      </u>	<u>      </u>

ATTEST: RICK HOGABOAM, CLERK

By: J Ross  
Deputy Clerk