

**BOAT HOUSE ENGINEERING, DRAFTING AND DESIGN SERVICES
MC SQUARED, INC.**

This Agreement is made effective this ___ day of _____, 2025, by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho, 451 N. Government Way, P.O. Box 9000, Coeur d'Alene, Idaho 83816-9000 (hereinafter referred to as "COUNTY") and MC SQUARED, INC., a Washington corporation, 1235 4th Avenue E, Ste. 101, Olympia, WA 98506-4278 (hereinafter referred to as "CONTRACTOR").

THE COUNTY AND CONTRACTOR AGREE AS FOLLOWS:

**SECTION 1
CONTRACT DOCUMENTS**

- 1.1 CONTRACTOR shall furnish structural engineering, drafting, and design services for a complete set of construction documents suitable for boat house construction bid solicitation as described herein and in the Contract Documents for the project. The Contract Documents consist of:
- 1.1.1 This Agreement signed by COUNTY and CONTRACTOR; and
 - 1.1.2 The Proposal for Structural Engineering Services, dated July 30, 2025, attached hereto as Exhibit "A" and incorporated by reference.

**SECTION 2
SCOPE OF WORK AND GENERAL PROVISIONS**

- 2.1 SCOPE OF WORK: CONTRACTOR shall provide COUNTY structural engineering, drafting, and design services, resulting in a complete set of construction documents suitable for the solicitation of bids for the COUNTY's boat house construction project at 1682 W. Blackwell Road, Coeur d'Alene, Idaho, in accordance with the specifications set forth in Exhibit "A."
- 2.2 CONTRACTOR shall comply with all codes, standards, regulations, and laws applicable to provision of services hereunder.
- 2.3 TERM: The structural engineering, drafting, and design services shall commence upon effective date of this Agreement and end on or before **October 31, 2025**, upon provision of all deliverables contemplated to COUNTY.

This Agreement is contingent upon the COUNTY receiving the necessary funding to cover the obligations of the COUNTY. In the event that such funding is not received or appropriated, the COUNTY's obligation under the Contract shall cease, and each party shall be released from further performance under the Contract without any liability to the other party.

- 2.4 TERMINATION FOR CONVENIENCE: COUNTY may terminate this Agreement, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the COUNTY's best interest. CONTRACTOR shall be paid its costs, including contract closeout costs and profit on work performed up to the time of termination.
- 2.5 TIME IS OF THE ESSENCE: Time is and shall remain of the essence of performance, no acts of COUNTY shall constitute a waiver of this provision. CONTRACTOR shall notify COUNTY immediately of any event delaying or threatening to delay timely performance.
- 2.6 Work shall be subject to COUNTY's inspection and approval upon completion, which approval shall not be unreasonably withheld. If unsatisfactory, work shall be corrected to COUNTY's satisfaction at CONTRACTOR's expense.

SECTION 3 **CONTRACT SUM**

- 3.1 The Contract Sum shall include all material, equipment, personnel, safety equipment, and services necessary for the proper execution and completion of the structural engineering, drafting, and design services.
- 3.2 The Contract Sum shall be **\$60,000.00**, subject to additions and/or deductions by written change order.

SECTION 4 **PAYMENT**

- 4.1 COUNTY shall complete payment within thirty (30) days of review and acceptance of invoice from CONTRACTOR or incur an interest charge of 1.5% per month charged on amounts due over 60 days.
- 4.2 Final payment will be made when completion of the work is acceptable to COUNTY.

SECTION 5
INSURANCE

- 5.1** CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive contractor's liability insurance policy in the minimum amount of \$1,000,000.00/property damage and \$1,000,000.00/personal injury, which shall name and protect CONTRACTOR, and CONTRACTOR'S directors, officers, agents, servants, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of CONTRACTOR. All insurance policies shall name, and certificates shall show, COUNTY as an additional insured. CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.
- 5.2** CONTRACTOR shall maintain in full force and effect worker's compensation insurance for CONTRACTOR and any directors, officers, agents, servants, and employees that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage. CONTRACTOR shall require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

SECTION 6
OTHER TERMS AND CONDITIONS

- 6.1** CONTRACTOR shall be responsible for providing verification of lawful work status for all of its employees, and for all employees of all subcontractors.
- 6.2** CONTRACTOR and the CONTRACTOR'S subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 6.3** CONTRACTOR and CONTRACTOR'S subcontractors shall, in all solicitations or advertisements for employment placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

- 6.4** Where required by law, CONTRACTOR shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the CONTRACTOR and its subcontractors to provide a drug-free workplace program and to maintain such program throughout the duration of the Agreement.
- 6.5** INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is an independent contractor of COUNTY, is in no way an employee or agent of COUNTY, and is not entitled to workers' compensation or any benefit of employment with COUNTY. COUNTY shall have no control over the performance of this Agreement by CONTRACTOR, except to specify the place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.
- 6.6** WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty.
- 6.7** INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its directors, officers, agents, servants, 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, and its directors, officers, agents, servants, and employees under this Agreement.
- 6.8** COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 6.9** ENTIRE AGREEMENT: This is the entire agreement of the parties and it may not be enlarged, altered, modified or amended, except upon written agreement signed by both parties hereto.
- 6.10** SEVERABILITY: If any provision is held to be unenforceable, such provision is excluded without effect upon the remaining Agreement.
- 6.11** ASSIGNMENT: CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld.
- 6.12** VENUE: This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.

- 6.13** ATTORNEY FEES: Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement.
- 6.14** Pursuant to Idaho Code §67-2359, CONTRACTOR 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.
- 6.15** If applicable, pursuant to Idaho Code §67-2346, CONTRACTOR hereby 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.
- 6.16** Each individual executing this Agreement represents and warrants that he or she is authorized to do so, and that upon executing this Agreement, it shall be binding and enforceable in accordance with its terms.

DATED this _____ day of _____, 2025.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

ATTEST:
JENNIFER LOCKE, CLERK

By: _____
Deputy Clerk

DATED this _____ day of _____, 2025.

MC SQUARED, INC.

By: Jesse M. Chase
Jesse Chase, Principal Engineer

Printed Name, Title

EXHIBIT A



1235 East 4th Avenue
Suite 101
Olympia, WA 98506
(360) 754-9339
Fax: (360) 352-2044
E-mail: office@mc2-inc.com

MC Squared, Inc. is not owned by the Chinese Government.

July 30, 2025

Nick Snyder
Parks and Waterways Director
451 Government Way
Coeur d'Alene, ID 83814
Attn: Nick Snyder, Parks and Waterways Director

RE: Proposal for Structural Engineering Services for Kootenai County Boat Garage at 1682 W. Blackwell Rd. in Coeur d'Alene, ID 83814

Dear Nick,

Kol Nelson asked us to provide you with a proposal for structural engineering and design services for construction documents for the Kootenai County Boat Garage at 1682 W. Blackwell Rd. in Coeur d'Alene, Idaho.

The structure, shown in Figure 1, will be a single story boathouse supported by a poly floatation system and will be designed as a Risk IV structure. There will also be a floating walkway from the shore to the boathouse as shown in Figure 2. We will also design the reinforced concrete abutment and steel gangway to the floating walkway at the shore. The building will have pre-engineered wood roof trusses supported by the exterior wood walls. The main level and the walkway will have all pressure treated material. We will use the wood sheathed walls as shear walls to resist wind events. All structural elements except the floats will be designed to the latest building code edition used by local building officials. Structural loading shall account for prevailing wind directions based on a wind rose analysis and effective fetch using accepted marina design methodologies (e.g. Minimum Design Loads and Associated Criteria for Building and Other Structures, ASCE/SEI 7-16, and Permanent International Association of Navigation Congresses (PIANC) guidelines).

The floats will be designed to a reduced live load that may require some coordination between yourself and us. There will be steel piles that will be driven into the lakebed to keep the boathouse and walkway in place during wind and wave events and accommodate 100 year based flood event water elevation and loading.

We will need a geotechnical report to be provided by the owner for the steel driven piles. In the absence of a site-specific geotechnical report, preliminary pile design shall be based on soil classification and characteristics published by the USDA NRCS Web Soil Survey for the project location (Kootenai County, Idaho). Design assumptions shall be explicitly stated on the construction documents, and pile performance shall be field-verified through contractor testing such as dynamic pile driving analysis, test piles, or equivalent verification methods, acceptable to the engineer.

Our scope of work will be to provide structural engineering, drafting, and design services for a complete set of construction documents suitable for soliciting bids. We will provide you with review plan sets at 95% completion of design development in 7 weeks upon receiving permission to proceed. Final submittal plans and construction documents will be based on the approved drawings with comments on the 95% complete design development plans and will be completed 2 weeks after receiving comments. We will provide electronic copies of structural calculations and structural and design plans (design plans will be including but not limited to specifying light fixtures (including placement) doors, door hardware, window, garage door, siding, roofing, paint colors on the plans). If requested, we can provide three printed copies each of structural calculations and structural and design plans. We will be using Kol Nelson as our design consultant for any site plans (which will include power and water services to the dock and designated parking for three county vehicles) and design work. Based on our average hourly rates of \$250 for engineering and \$120 for drafting and Kol Nelson's average hourly rate of \$95, the total design fee for the building is \$60,000.00.

Note that we have provided design time for coordination of the structural design. This time will be used for internal coordination within MC Squared, Inc. **We are committed to providing a quality design and structural design of the building and to solving all coordination problems before completing the bid solicitation process.**

We anticipate some construction administration will be required for us to answer contractor's bidding questions, review shop drawings for trusses, pilings, and a floatation system, as well as to answer requests for information (RFI's) from contractors. These services are included in this price proposal.

As part of this proposal, we will not provide the following services:

- Design of mechanical unit supports and attachments, unless contracted.
- Writing CSI format Structural Specifications.
- Construction site visits, unless contracted.
- Provide guess and check design.
- Providing more than three printed sets of structural calculations and structural details.

If any of the above services are required, we will bill them at hour average hourly rate of \$250.00 per hour for engineering.

Significant changes and scope creep during the design phase will be billed at our standard hourly rates after we have notified you of the approximate cost and time requirements to complete the changes. Minor changes will be absorbed in the original design fee.

We look forward to working with you on the Kootenai County Boat Garage project.

If you have any questions, or if I may be of further help, please call me at (360) 754-9339.

Sincerely,
MC Squared, Inc.



Jesse Chase, PE, SE
Principal Engineer

Project Signatures:

Chairman, Bruce Mattare
Kootenai County Commissioners

Date

MC2 - Owner or manager here

Date

