

July 11, 2025

Sean Behm, Board Chair
Panida Theatre Board
300 North 1st Avenue
Sandpoint, Idaho 83864
seanbehm.board@gmail.com
208.304.6524

Re: Structural Engineering Services Proposal for the **Panida Theater Phase One Improvements – Schematic Design** in **Sandpoint, Idaho**

Project Description: The Phase One Improvements include adding a women's restroom in the southwest corner of the Main Theater. More specifically to the structural project scope, it will include review and design layout and details to modify the floor and roof framing to accommodate floor mounted toilets and any necessary exhaust vents through the roof. Upgrades will also include improving the lateral force resisting system for wind and seismic forces along the west storefront of the Main Theater as well as the little Theater, and connectivity between the two buildings will be considered. All improvements to the lateral force resisting system will be done taking into account future anticipated improvements.

Scope of Services: DCI Engineers will provide structural sketches and/or narratives to outline the primary structural scope for the improvements noted above.

Summary of Professional Service Fees

Engineering services will be performed and billed monthly on a fixed fee or hourly basis as proposed below. Unless noted otherwise, reimbursable expenses are separate from our fees and will be billed at 1.10 times direct cost.

DCI reserves the right to review and revise all design fees for any proposal accepted more than 90 days after date of submission.

Our fees are proposed as follows:

1. Phase One Schematic Design Documents: \$5,000 (Fixed Fee)

Professional services for this project shall be provided according to this proposed professional services agreement and the attached Terms and Conditions (together, the "Agreement"). This Agreement shall become effective immediately upon the earlier of execution by the Client or by the Client's communication of a direction to proceed with the services, including by

electronic mail, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

Sincerely,

DCI Engineers



Craig T. Crowley, PE, SE, LEED® AP
Principal, COO
707 W 2nd Avenue,
Spokane, WA 99201
509.227.6902

Approved By: _____ Date: _____

Signature

Printed Name: _____ Title: _____

ATTACHMENTS

This Agreement is executed with the following attachments which are part of this Agreement:

General Terms and Conditions
Schedule of Expenses

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the professional services agreement, constitute the "Agreement" between DCI and Client for DCI's services on the project at issue in the Agreement (the "Project"). This Agreement shall become effective immediately upon execution by Client or upon Client's written direction (including by email) to proceed with the services and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

STANDARD OF CARE: DCI shall perform its services consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. DCI makes no warranty with respect to its services, express or implied.

CLIENT FURNISHED INFORMATION: Client shall provide DCI with a survey describing the physical characteristics, legal limitations, utility locations, a legal description, and geotechnical reports for the Project site. DCI shall be entitled to rely on, and shall not be responsible for the accuracy, completeness, or timeliness of services and information furnished by Client, its consultants, contractors and agents.

PAYMENTS/ADDITIONAL SERVICES: Client's failure to pay any invoice within 30 days of the invoice date shall constitute a material breach of this Agreement and DCI shall have the right to suspend its services, including the withholding of deliverables, without liability for any costs or damages resulting from such suspension. Client agrees to pay a monthly finance charge equal to the lesser of 1.5% on the unpaid balance or the maximum rate allowed by law on any amounts unpaid 30 days after the invoice date, and DCI's attorney's fees and costs of collection incurred in pursuit of payment of sums owing to DCI, whether or not suit is filed. Client shall have no right of setoff against any billings of DCI for disputed services or claims. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. DCI will notify Client of the need to perform Additional Services which shall entitle DCI to compensation as agreed upon by the parties.

DELAY: DCI shall not be liable for costs or delays resulting from causes beyond the control and without the fault of DCI or its subconsultants, including stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of Client and its consultants, contractors and agents, including regarding their failure to furnish information in a timely fashion and/or their faulty or untimely performance.

CONTINGENCY RESERVE: Client and DCI acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the Project plans and specifications and that the costs of the Project as a result may exceed the construction contract sum. Client agrees to establish a reasonable design contingency reserve (no less than 10% of anticipated construction costs) to pay for any such costs. Client further agrees not to make any claim against DCI with respect to any payments made to any construction contractors within the limit of the design contingency reserve.

INDEMNIFICATION: Client shall indemnify and hold harmless (but not defend) DCI, its officers and employees, from and against any and all damages, losses and expenses (including reasonable attorney's fees) arising from claims by third parties to the extent caused by the negligence or willful misconduct of Client, its employees, or anyone for whom Client may be legally responsible. For purposes of the foregoing indemnification provision only, Client waives any immunity it may have under any applicable worker's compensation laws.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the Project to both Client and DCI, the risks have been allocated such that Client agrees that DCI's maximum liability to Client or anyone claiming through client for any and all injuries to persons or property, claims, losses, expenses, damages, legal fees or costs, and claim expenses, whether arising out of the formation of, performance of services under, or breach of this Agreement or any amendment thereto, or arising from DCI's breach of duties owed independent of this Agreement, including those based on statute, tort, common law or otherwise, shall not exceed ten times the fees paid to DCI hereunder, or \$500,000, whichever is less. In the event that the foregoing is deemed unenforceable by a court or arbitrator having jurisdiction, DCI's liability shall in no event exceed the applicable limits of liability insurance required under this Agreement which are then available at the time of settlement or judgment.

CONSEQUENTIAL DAMAGES: DCI and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, but not limited to, lost profits, loss of capital, loss of use, or any other indirect, special, or consequential damage, whether arising in contract, tort, warranty, or strict liability.

INSURANCE: DCI agrees to carry the following types and amounts of insurance: commercial general liability (CGL) (\$1,000,000 per occurrence, \$2,000,000 annual aggregate); automobile (\$1,000,000 combined single limit); worker's compensation (at statutory limits); employer's liability (\$500,000 per incident, person, and disease); and professional liability (\$1,000,000 per claim, \$2,000,000 annual aggregate). DCI will name Client as an additional insured on its CGL and automobile policies if Client makes a written request for such coverage within seven (7) days of execution of this Agreement.

LIMITATION OF ACTIONS: As an inducement for DCI to take on the Project, which carries the risk of liability that could extend far into the future, any suit against DCI arising from DCI's performance or nonperformance of services under the Agreement, or related to the formation, performance or breach of this Agreement, will be forever barred if not filed within: (i) three (3) years following substantial completion of the Project to which this Agreement

pertains; or (ii) if this Agreement does not pertain to construction of a new project, three (3) years after the date DCI's services under this Agreement have been concluded. This term has been bargained for at arms' length.

INSTRUMENTS OF SERVICE: DCI's Instruments of Service (as defined in AIA Document A201™-2017) are intended for use solely for this Project and shall also include any Building Information Models (BIM) or other electronic files ("Digital Media Files") prepared by DCI. DCI shall retain all rights, including ownership and copyright, to the Instruments of Service. Provided Client substantially performs all obligations under this Agreement, DCI grants Client a non-exclusive license to use the Instruments of Service solely for purposes of constructing, using, and maintaining the Project. If Client modifies or uses DCI's Instruments of Service without retaining DCI, then Client releases DCI from any liability, claims or damages arising out of such use and further agrees to defend, indemnify, and hold harmless DCI from and against any liability, claims or damages arising out of such use. Except for rightful termination of this Agreement by Client, termination of this Agreement shall terminate the license granted in this section. DCI shall have the right to include photographic or artistic representations of the Project among DCI's promotional and professional materials.

DIGITAL MEDIA FILES: DCI may provide certain Digital Media Files, including DCI's BIM model, to Client upon request, but any use of the Digital Media Files by the Client shall be at Client's sole risk. DCI does not warrant the Digital Media Files in any way. Unless otherwise specified in this Agreement, only the officially-issued, stamped and signed documents are to be interpreted as correct. Client agrees not to further disseminate the Digital Media Files without DCI's prior written consent.

PROJECT SITE: DCI shall not have control over, charge of, or responsibility for construction means, methods, or sequences, or for safety precautions or programs in connection with the Project, nor shall DCI be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. DCI shall have no responsibility for the discovery, handling, or removal of, or exposure of persons to, hazardous or toxic substances at the Project site.

MEDIATION, LAW & FORUM: As a condition precedent to any litigation, all disputes arising out of this Agreement or DCI's services shall be submitted to mediation. The cost of the mediator shall be shared equally by the parties. The parties further agree to include the foregoing provision in all agreements with independent contractors and consultants retained for the Project. This Agreement shall be governed by the laws of the State where the Project is located, without regard to its choice of law rules. Any litigation relating to this Agreement shall be brought in a state or federal court having jurisdiction over the dispute in the State where the Project is located; alternatively, DCI at its sole discretion may elect to bring suit in (or transfer any suit filed under this Agreement to) King County, Washington Superior Court, in which case Washington law (excluding its conflicts of laws rules) shall apply.

CORPORATE RESPONSIBILITY: DCI's services shall not subject DCI's individual employees, officers, or directors, including any engineer who affixed his or her seal to the plans for the Project, to any personal legal exposure for the risks associated with this Project. Client agrees that all claims, demands, or suits shall be directed and/or asserted only against DCI, a Washington state professional corporation.

TERMINATION: Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

THIRD PARTIES: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either DCI or Client. Neither party shall assign this Agreement without the written consent of the other.

RIGHTS CUMULATIVE: All rights and remedies of either party under the Agreement, will be cumulative and not mutually exclusive; the exercise of or failure to exercise one right or remedy will not be deemed a waiver of any other right or remedy, and no waiver shall be effective unless made in writing.

ENTIRE AGREEMENT: If any term of this Agreement, or its application to any circumstances, is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall remain valid and fully enforceable. Neither party has relied upon any statement or representation except for those expressly contained in this Agreement. This Agreement incorporates and supersedes all prior negotiations, agreements, and representations.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one complete instrument. Transmission by fax or email of an image of an executed counterpart shall have the same effect as a manually-signed original.

SCHEDULE OF EXPENSES - DCI ENGINEERS PROFESSIONAL SERVICES

Clerical and Administrative 1000	\$80/hr	Project Manager 3100	\$120/hr
Clerical and Administrative 1010	\$100/hr	Project Manager 3110	\$140/hr
Clerical and Administrative 1020	\$120/hr	Project Manager 3120	\$160/hr
		Project Manager 3130	\$180/hr
Technical Designer 2000	\$80/hr	Project Manager 3140	\$200/hr
Technical Designer 2010	\$90/hr	Project Manager 3150	\$220/hr
Technical Designer 2020	\$100/hr	Project Manager 3160	\$240/hr
Technical Designer 2030	\$120/hr	Project Manager 3170	\$260/hr
Technical Designer 2040	\$140/hr		
		Senior Project Manager 3200	\$140/hr
Senior Technical Designer 2100	\$100/hr	Senior Project Manager 3210	\$160/hr
Senior Technical Designer 2110	\$120/hr	Senior Project Manager 3220	\$180/hr
Senior Technical Designer 2120	\$140/hr	Senior Project Manager 3230	\$200/hr
Senior Technical Designer 2130	\$160/hr	Senior Project Manager 3240	\$220/hr
Senior Technical Designer 2140	\$180/hr	Senior Project Manager 3250	\$240/hr
Senior Technical Designer 2150	\$200/hr	Senior Project Manager 3260	\$260/hr
		Senior Project Manager 3270	\$280/hr
Project Designer 2200	\$80/hr	Associate 4000	\$160/hr
Project Designer 2210	\$100/hr	Associate 4010	\$180/hr
Project Designer 2220	\$120/hr	Associate 4020	\$200/hr
Project Designer 2230	\$140/hr	Associate 4030	\$220/hr
Project Designer 2240	\$160/hr	Associate 4040	\$240/hr
Project Designer 2250	\$180/hr	Associate 4050	\$260/hr
Project Designer 2260	\$200/hr	Associate 4060	\$280/hr
Project Engineer 3000	\$100/hr	Associate Principal 4100	\$180/hr
Project Engineer 3010	\$120/hr	Associate Principal 4110	\$200/hr
Project Engineer 3020	\$140/hr	Associate Principal 4120	\$220/hr
Project Engineer 3030	\$160/hr	Associate Principal 4130	\$240/hr
Project Engineer 3040	\$180/hr	Associate Principal 4140	\$260/hr
Project Engineer 3050	\$200/hr	Associate Principal 4150	\$280/hr
		Associate Principal 4160	\$300/hr
Senior Project Engineer 3300	\$120/hr	Principal Engineer 4200	\$200/hr
Senior Project Engineer 3310	\$140/hr	Principal Engineer 4210	\$220/hr
Senior Project Engineer 3320	\$160/hr	Principal Engineer 4220	\$250/hr
Senior Project Engineer 3330	\$180/hr	Principal Engineer 4230	\$300/hr
Senior Project Engineer 3340	\$200/hr	Principal Engineer 4240	\$350/hr
Senior Project Engineer 3350	\$220/hr	Principal Engineer 4250	\$400/hr
		Principal Engineer 4260	\$500/hr
		Principal Engineer 4270	\$600/hr

REIMBURSABLE SERVICES

Out of Office Services/Expenses	\$1.10x Direct Cost
Mileage Reimbursement	IRS Standard Mileage Rate

This Schedule of Expenses is subject to adjustment in accordance with DCI's normal review practices. For billing purposes, DCI will use the Schedule of Expenses in effect at the time of service.