

 COPY

RESOLUTION NO. 47-2016

A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR AIRPORT PLANNING AND DESIGN STUDY.

WHEREAS, the Revised Code of Washington, RCW 39.34 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

WHEREAS, the Department of Natural Resources has selected the Omak Airport as a potential site to construct a permanent facility; and

WHEREAS, a feasibility study and conceptual drawings are needed to represent this project for funding; and

WHEREAS, JUB Engineering Inc. was formally selected to provide these types of service to the city by resolution 42-2015; and

WHEREAS, Interagency Agreement IAA 16-459 adequately defines the roles and the responsibilities of each party in this agreement.

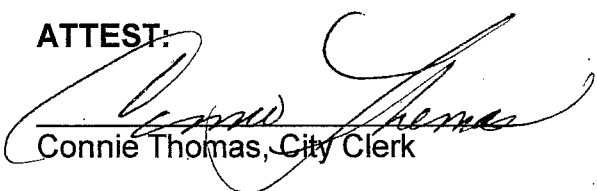
NOW, THEREFORE, BE IT RESOLVED by the Omak City Council, that the Interagency Agreement, between the City of Omak and Washington State Department of Natural Resources, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND APPROVED by the City Council of the City of Omak this 5th day of July, 2016.

APPROVED:


Cindy Gagné Mayor

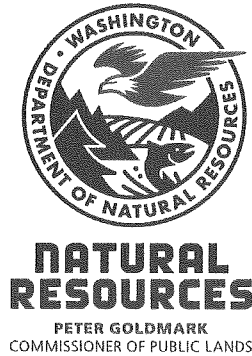
ATTEST:


Connie Thomas, City Clerk

Resolution No. 47-2016
July 5, 2015
Page 2 of 2

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



**INTERAGENCY AGREEMENT WITH
THE CITY OF OMAK**

Agreement No. IAA 16-459

WHEREAS, this Agreement is entered into between the City of Omak, Washington (a municipal corporation), hereafter referred to as the “CITY”, and the Washington State Department of Natural Resources (a political division of the Washington State government with certain powers and authorities granted by Chapter 43.30 RCW), hereafter referred to as “DNR”, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, for the purposes of providing architectural and engineering services in connection with a planned DNR facility, which is to be located adjacent to the Omak Municipal Airport and on land currently owned or managed by the City of Omak.

WHEREAS, the CITY entered upon a five-year agreement on or after December 7, 2015 with JUB Engineering of Spokane, WA (a third-party engineering consulting firm pursuant to Chapter 18.43 RCW), hereafter referred to as “A/E”, “CITY’s A/E, or “Subcontractor”, for purposes of providing airport master planning and other engineering services in connection with proposed land-use changes and planned improvements at or near the Omak Municipal Airport, including new airport-related buildings, taxiways, landing pads, access roads, parking, utility extensions, stormwater, etc.

WHEREAS, the selection process used by the CITY for the solicitation and procurement of the CITY’s A/E met the provisions of the Federal Aviation Administration, Advisory Circular 150/5100-14E, which complies with the provisions of RCW 39.80 for the procurement of architectural and engineering services.

WHEREAS, planned improvements within or immediately adjacent to the Omak Municipal Airport must be compliant with the airport master plan and other related Federal Aviation Administration (FAA) and Washington State Department of Transportation (WSDOT) Aviation regulations and guidelines.

WHEREAS, the planned DNR facility must be consistent with FAA-approved airport master planning documents, and further, must comply with all applicable FAA and WSDOT regulations, standards, and guidelines in relation to the Omak Municipal Airport.

WHEREAS, the CITY and DNR together agree that the A/E is the most-highly qualified engineering firm to represent both parties in the development of preliminary studies and reports, and the preparation of preliminary engineering plans, technical specifications, and construction estimates relating to the planned DNR facility and necessary improvements to the CITY's airport infrastructure (i.e. airport planning, water, roads, stormwater, etc.) given the A/E's incomparable knowledge, skills and understandings of the applicable FAA requirements and familiarity with the Omak Municipal Airport master planning efforts and airport infrastructure.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Statement of Work. The CITY shall retain the A/E together with its lower tier subcontractors necessary to develop preliminary studies and reports, and prepare architectural and engineering plans, technical specifications, and construction estimates relating to a planned DNR facility.

The architectural and engineering services shall be performed in a phased approach satisfactory to DNR. The CITY together with the A/E shall develop scopes of work and related fee estimates for each phase of work.

Attachment A, affixed hereto, shall serve as a preliminary listing of the anticipated phases of work, related architectural and engineering services to be rendered, and projected fee estimates in connection with the planned DNR Facility. Both the CITY and DNR acknowledge that the anticipated phases and services may be amended over the course of the project to reflect actual phases and services needed based on specific direction provided by DNR in relation to the design and construction of the planned facility.

Nearing completion of each phase of the work, the CITY shall present a scope of work, relative fee proposal, and deliverable schedule for the subsequent phase of work to be performed by the A/E to DNR for review and comment. DNR will review and provide comments on services or relative fees directly to the A/E and the CITY, and reserves the right to request add, delete, modify, amend, or otherwise define the proposed architectural and engineering services based on DNR's actual needs.

Upon completion of DNR's review, revision of scope or fees (if necessary) and acceptance in writing of the final scope of work, related fee proposal, delivery schedule for each subsequent phase of work to be performed, the CITY shall authorize the A/E to proceed with said phase of work.

All services rendered along with work products and deliverables developed under this Agreement shall conform to applicable codes and standards, which include, but are not limited to, the following:

- All applicable State and Local Land-Use and other codes, standards, and guidelines as may be applicable to the proposed work.
- Applicable federal, state, and local land-use and environmental rules, including terms and conditions of any permits or approvals issued, or as may be applicable, to the planned work.
- Safety and Health Standards, Codes, Rules and Regulations as may be applicable to the planned work.
- 2015 International Building Code (IBC), 2015 International Mechanical Code, 2015 Fire Code, and Washington State Energy Code, including the current Washington State code amendments (as applicable).
- WADOH Water System Design Manual, December 2009 (or current edition).
- Okanogan County Public Health, On-Site Sewage Disposal Regulations, March 2008 (or current edition).
- 2010 ADA Standards for Accessible Design, or most current edition (as necessary).
- Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition and any amendments thereto (as necessary).
- Other applicable federal, state, or local laws, codes, or standards in relation to the planned work.

DNR at its sole discretion reserves all rights to include or otherwise accept the use of other design and/or construction standards and guidelines for use in planning, designing, or constructing the planned facility improvements, when it is deemed to be in the best interests of the State to do so.

All professional services furnished by the CITY through its A/E (or any of its low tier subcontractors) shall be performed by or under the direct supervision of persons licensed to practice their respective discipline, including architecture, engineering, surveying or other professions (as applicable), by the State of Washington, and by personnel who are careful, skilled, experienced and competent in their respective trades or professions, and who are professionally qualified to perform the Work, and further, who shall assume professional responsibility for the accuracy and completeness of the services performed, including all work products and deliverables prepared or reviewed under their direct supervision.

During the period of performance of this Agreement, the CITY agrees not to terminate for convenience, or allow any substitutions or withdrawals of the A/E, its key personnel assigned, or any of its lower tier subcontractors, without DNR's expressed written consent. DNR recognizes extenuating circumstances may occur which may be cause for early termination by the CITY during the period of performance of this Agreement that are beyond the CITY's control (i.e. company dissolution, employee promotions, layoffs or terminations, etc.). In such circumstances, the CITY shall agree to notify DNR immediately in writing. Such notification shall include: (i) an explanation of the circumstances necessitating termination, substitution, or withdrawal; (ii) a complete statement of qualifications (including professional resumes) of any proposed substitute; and (iii) any other information requested by DNR to allow for evaluation the substitution request. All proposed substitutes shall have qualifications equal to or better than the qualifications of the person or entity to be replaced. DNR is under no obligation to honor any such request, and may approve or disapprove a portion of the request or the entire request at its sole discretion.

In the event, the CITY takes action necessary to terminate the A/E for cause or requires the dismissal of any of the A/E's lower tier subcontractors assigned to the DNR facility project, the CITY will provide DNR with a 20 calendar day advanced written notice stating the specific conditions or circumstances leading to termination and the date on which services by the A/E or any of its lower tier subcontractors will terminate.

2.0 Period of Performance. The period of performance of this Agreement shall begin following the date of final signature by both parties, and shall terminate on or before December 31, 2017 unless extended in writing by both parties prior to termination.

3.0 Payment. Both parties estimate that the cost of architectural and engineering services shall not exceed [ADD NUMERALS] for ALL PHASES of work to be performed by the A/E in connection with this Agreement unless specifically amended in writing by both parties. Payment for satisfactory performance of actual services rendered and work performed shall not exceed this amount unless the parties mutually agree to a higher amount prior to the A/E beginning any services or work that could cause the maximum payment to be exceeded.

Payment for services actually rendered by the CITY and A/E shall be based on the fees, rates, charges and other terms and conditions as outlined in the CITY's Agreement with the A/E, which is attached hereto as Attachment B. Attachment B is comprised of the J-U-B Engineering, Inc. Agreement for Professional Services (four pages) Attachment 1- Scope of Services and/or Schedule and/or Basis of Fee (1 page), Attachment 2- Special Provisions (one page).

4.0 Billing Procedures. The CITY shall submit invoices on a monthly basis to DNR. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 calendar days following receipt of the invoice by DNR. Upon expiration of this Agreement, any remaining invoices shall be paid, if said invoices are received within 30 calendar days following the termination date. However, invoices for all work performed within DNR's fiscal year must be submitted within 30 calendar days after the end of the fiscal year (June 30).

Each invoice submitted to DNR shall include information needed by DNR to ascertain the exact nature of all expenditures and completed work. At a minimum, each invoice provided by the CITY shall specify the following:

- (1) A detailed breakdown of each task item consistent with the DNR approved scope of work and relative fee schedule for each phase of work along with the percentage completed. All hours billed shall be assigned to discrete tasks within each scope of work item.
- (2) A progress report or narrative summary of all work completed during the billing period.
- (3) Total Contract Amount and Total Amount Remaining for each DNR-approved phases of work indicating the portions attributable to the CITY, A/E and any of its lower tier subcontractors, and the Total Amount of DNR-Approved Phases of Work and Total Remaining Amount.

- (4) Agreement number 16-459.
- (5) Billing period.
- (6) Invoice number.
- (7) The Total Invoice Amount Due.
- (8) Copies of all actual invoices submitted to the CITY and prepared by the A/E, including any invoices prepared by any of the A/E's lower tier subcontractors providing services or materials in connection with this Agreement.

5.0 Records Maintenance. The CITY shall maintain all books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the CITY, A/E or any lower tier subcontractors used in providing the services and determining the fees described here. These records shall be made available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law within 14 calendar days upon request by DNR.

The CITY shall keep all books, records, documents, and other material relevant to this Agreement for a period of not less than six years following the termination date of this Agreement. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period at any time.

Records and other documents in any medium furnished by one party to this Agreement to the other party, will remain the property of the DNR, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.0 Rights to Data. Materials used in the performance of this Agreement, including work products and deliverables, shall be owned by such party as determined by law. The owner of any such materials hereby grants or, if necessary and to the extent reasonably possible, shall obtain and grant a perpetual, unrestricted, royalty free, non-exclusive license to the other party to use the materials for internal purposes.

7.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.0 Termination for Convenience. DNR may terminate this Agreement for convenience at any time during the period of performance by providing a written notice to the CITY establishing an effective date of termination. Upon termination by DNR, the CITY shall immediately provide written notice to the A/E and all of its subcontractors to cease work. DNR shall be liable to pay for only those services rendered, work performed, or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will provide the other party written notice of the failure or violation. The aggrieved party will provide the other party 15 calendar days to correct the violation or failure. If the failure or violation is not corrected within 15 calendar days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute under this Agreement cannot be resolved by the parties themselves, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

12.0 Governance. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

13.0 Order of Precedence. If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of this Agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

16.0 Subcontracting. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean any subcontractor(s) in any tier.

Except as otherwise provided in this Agreement, the CITY shall not subcontract any of the contracted services without the prior approval of DNR. The CITY is responsible to ensure that all terms, conditions, assurances and certifications set for in this Agreement are included in any and all Subcontracts. Any failure of CITY or its Subcontractors to perform the obligations of this Agreement shall not discharge CITY from its obligations under this Agreement.

17.0 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Hold Harmless and Indemnification. To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless the other respective party and its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The obligation of each party to indemnify, defend, and hold harmless includes any claim by the other party's agents, employees, representatives, or any subcontractor or its employees. Each party expressly agrees to indemnify, defend, and hold harmless the other for any claim arising out or incident to that party's or its contractors or subcontractors performances or failure to perform the Agreement. The indemnification obligations or the respective parties shall apply only to the extent a claims is caused in whole or in part by that party's negligent acts or omissions. Each party waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the other respective party and its agencies, officials, agents or employees.

19.0 Insurances. The CITY shall agree to provide and maintain, or require its subcontractors to purchase and maintain, the minimum coverages of insurance as described below:

1. Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limits.
2. Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella

liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

3. Business Automobile Liability insurance and, if necessary, commercial umbrella liability insurance with a minimum limit of liability of not less than \$1,000,000 per occurrence for all owned, non-owned, and hired automobiles.
4. Workers Compensation insurance for its employees that complies Title 51 RCW. Except as provided by law, the CITY waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.
5. Professional Liability Insurance, if services delivered pursuant to this contract, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from rendering or failing to render professional services. The CITY shall provide, or require the A/E and its subcontractors, to maintain the minimum coverage limits of not less than \$1 million per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, the City shall require A/E to maintain limits of \$2 million per incident, loss, or person, as applicable. If this policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss, or person limit.

If professional liability insurance is written on a "claims-made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract. The CITY shall require that the A/E disclose to DNR the existence and nature of any "laser beam" endorsement that applies to any liability insurance policy purchased in accord with this contract. The CITY shall require the A/E to purchase and maintain professional liability insurance for a period of 24 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of commercial insurance of an extended reporting period.

All policies of insurances shall be issued from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A- or better, that will protect it from bodily injury or property damage claims arising out of its operation under this Agreement. Said policies, except for professional liability insurance, must provide liability coverage on an occurrence basis.

The CITY shall require that all insurance policies of the A/E and its subcontractors name the "State of Washington, Department of Natural Resources, its elected and appointed officials, agents, and employees" as an additional insured via endorsement on all general liability, excess liability, and umbrella insurance policies required by this Agreement.

The CITY, or its subcontractor, shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. The CITY shall agree to DNR with 30 calendar-day written notice of the

cancellation or non-renewal of any insurance referred to herein, and shall require the same of the A/E and its subcontractors.

All insurance provided by the CITY or any its subcontractors shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, DNR. All rights against DNR for recovery of damages by the CITY or any its subcontractors shall be waived to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.0 Contract Management. The Project Manager for each of the parties shall be the contact person for this Agreement. All communications and billings will be sent to the Project Managers as follows:

(1) CITY Project Manager:

Todd McDaniel, CITY Administrator
City of Omak, PO Box 72, Omak, WA 98841
(509) 826-1170 or 509-846-9157; admin@omakcity.com)

(2) DNR Project Manager:

Dale Mix, Director of Engineering and General Services
WA Department of Natural Resources, MS 47030, Olympia, WA 98501-7030
(360) 902-1199 or (360) 790-5445; dale.mix@dnr.wa.gov

Successors and assigns may be appointed by either the CITY or DNR for the above mentioned project managers during the term of this Agreement. Any such appointment shall be done in writing and shall take effect immediately upon receipt by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF OMAK
PO Box 72
Omak, WA 98841

Dated: 7.5, 2016

By: 

Title: Mayor

Phone: (509) 826-6531

email: _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
1111 Washington Street SE, MS 47030
Olympia, WA 98504-7030

Dated: _____, 2016

By: _____

Title: _____

Phone: _____

email: _____

APPROVED AS TO FORM ONLY:

_____ day of _____ 2016

By: _____
Assistant Attorney General

PRELIMINARY PHASES AND RELATED COSTS

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Task Order No. 70-15-055-001
Omak Municipal Airport

DATE: July 5, 2016

PROJECT: DEPARTMENT OF NATURAL RESOURCES (DNR) OMAK FIRE OPERATIONS BASE IMPROVEMENTS AND PERMANENT BUILDINGS COMPLEX DEVELOPMENT

RE: Master Engineering Services Agreement between The City of Omak (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated **OCTOBER 19, 2015.**

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. **Purpose:** Prepare (1) A detailed scope of services for the above referenced project; (2) A schematic level concept/feasibility study with engineer's opinion of probable construction costs. This information will be reviewed by the DNR and the City of Omak for their review and direction of the project.

2. **Scope of Services:**

(1) **The project scope of services** that will be prepared will include the necessary tasks and team members for each of the project phases. Those phases are anticipated to be:

A. Scoping and Feasibility Initial Phase (covered under this Task Order No. 1) which will produce a deliverable of a detailed scope of services and a brief feasibility study of concepts and engineer's opinion of probable construction costs.

B. Preliminary Design Phase this phase will involve the preliminary design of the project with the analysis of design alternatives. Working with DNR and the City of Omak staff on selecting a preferred alternative and designing all necessary components for a complete DNR complex of building and features to meet DNR's needs.

This phase of services will be negotiated following completion of "A. Scoping and Feasibility Initial Phase" efforts. Working with the CLIENT and DNR, J-U-B will develop preliminary design alternatives and cost estimates for improvements relating to the Omak Municipal Airport.

Services anticipated are:

- I. Airport related requirements necessary for proper siting to meet Federal Aviation Administration (FAA) requirements, revise airport layout plan, submit notice of construction forms and seek FAA concurrence.
- II. Topographic Survey needs to provide sufficient information of the grades and elevations in the immediate and surrounding building and features area.
- III. Geotechnical Services will be required to perform a preliminary on-site investigation for recommendation for design of buildings, parking lots, and other features.

- IV. Research and development of preliminary water requirements for this project and future DNR and Omak Municipal Airport needs will include water system design, possibly well specialist, water rights specialist, and other support to determine the best method and means of water supply.
- V. Research and design of necessary electrical power transmission and distribution to the project locations.
- VI. There will be necessary planning and environmental services needs to meet FAA requirements related to the airport location.
- VII. Concept Design and Schematic Siting of the office, warehouse, dormitory and anticipated hangar buildings will require architectural services including mechanical, electrical, fire protection/sprinkler system and other related needs.
- VIII. Research sewage needs and design septic system for project.
- IX. DNR had mentioned the potential of an auto fueling system which may require a Fuel System specialist.
- X. J-U-B also suggests a Landscape Architect to look at traditional and zeroscape design and irrigation needs for overall water calculations.

(2) A basic feasibility/concept study with engineer's opinion of probable construction costs looking at DNR short, mid and long term goals. Conceptual building locations and features will be generated and worked with DNR and the City for determination of a preferred layout, moving forward into the planning and environmental task for approval from FAA and with the design phase.

Preparing the Scope of Services and the basic feasibility/concept study will be managed by our Project Manager, Lewis (Lew) Lott. He will utilize engineers, planners, specialists and other associates with J-U-B as well as various specialized subconsultants/team members that we have had successful relationships with.

3. Time for Performance of Services:

It is anticipated that this Task Order will be approved on July 5th, 2016 if J-U-B is allowed to proceed on July 6th the final product will be delivered to the City of Omak and DNR no later than close of business on July 20th, 2016.

The time for performance for other phases outlined above in the Project Scope of Services will be determined in subsequent task orders.

4. Compensation for Services:

Feasibility/Concept Study: Lump Sum Fee basis not to exceed Twelve Thousand, Five Hundred Dollars and No Cents (\$12,500.00)

5. Special Terms and Conditions:

Addendum No. 1 (One) (attached to this task order) includes revisions to Terms and Conditions specifically (1) Reuse of Documents; (2) Risk Allocation and; (3) Insurance of the Master Agreement between the City of Omak and J-U-B dated October 19, 2015. (Original Master Agreement attached.)

SIGNATURES

CLIENT:

City of Omak

Cindy Gagne
By: Cindy Gagne

Title: Mayor

Date: 7.5.16

ENGINEER:

J-U-B ENGINEERS, Inc.

David J. Kliever
By: David J. Kliever, P.E.

Title: Area Manager

Date: 6/29/2016



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
J-U-B Project Number 70-15-053

Amendment 1 – Revisions to Terms and Conditions

The TERMS AND CONDITIONS of the Master Engineering Agreement for Professional Services between J-U-B and the City of Omak dated October 19, 2015 are hereby amended as follows:

Replace REUSE OF DOCUMENTS with the following:

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a perpetual, unrestricted, royalty fee, non-exclusive license for work products and deliverables prepared by J-U-B for their intended use. J-U-B shall also retain an ownership interest in the Documents. Any use or reuse for any purpose other than intended by this Agreement will be at CLIENT's sole risk and without liability or legal exposure to J-U-B.

Replace RISK ALLOCATION with the following:

RISK ALLOCATION

J-U-B shall indemnify and hold CLIENT harmless for proven damages to the extent they result from J-U-B's negligent acts, errors, or omissions in performance of professional serviced under this Agreement.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

Add INSURANCE as follows:

INSURANCE

J-U-B shall maintain insurance as required by State DNR's minimum coverages for Commercial General Liability (CGL), Employer's Liability, Business Automobile Liability, Workers Compensation Liability, and Professional Liability insurances. Certificates evidencing said coverage shall be submitted to the CLIENT at their request. CLIENT and DNR shall be listed as additionally insured on the Commercial General Liability and Automobile policies.

End of Revisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 5th day of July, 2016. These parties represent and acknowledge that they have authority to execute this Amendment.

CLIENT:

City of Omak

NAME

P.O. Box 72/2 N Ash Street

STREET

Omak, WA 98841

CITY / STATE / ZIP CODE

Cindy Gagne

BY (Signature)

Cindy Gagne, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:

422 W. Riverside Ave. Suite 304

STREET

Spokane, WA 99201

CITY / STATE / ZIP CODE

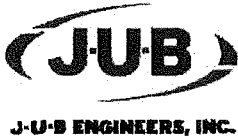
David J. Kiewer

BY (Signature)

David J. Kiewer, P.E. Area Manager

NAME / TITLE

AGREEMENT BETWEEN CITY AND A/E



ORIGINAL

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 70-15-0515
J-U-B Project Manager: LJJ

This Agreement entered into and effective this 19th day of October 2015, between the City of Omak 2 N Ash Street, Omak, WA 98841, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Enter into a Master Engineering Agreement with J-U-B to provide miscellaneous engineering services for the Omak Municipal Airport hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B:

- The most recent Airport Master Plan and Airport Layout Plan in printed and electronic format.
- The most recent Project plans, specifications, test results and reports.
- The most recent ACIP reports submitted to the FAA.
- Additional items as defined in each Task Order, FAA agreement for professional services.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name: Todd McDaniel, Work telephone: 509-826-1170
Address: P.O. Box 72, Home/cell phone:
2 North Ash Street, FAX telephone:
Omak, WA 98841, E-mail address: tmcdaniel@omakcity.com

For J-U-B:

1. Name: Lewis J. Lott, P.E., Work telephone: 509-458-3727
Address: 422 W. Riverside Ave., Cell phone: 801-560-6877
Suite 304, FAX telephone: 509-458-3762
Spokane, WA 99201, E-mail address: llott@jub.com

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: J-U-B will provide miscellaneous Airport Engineering Services for individual task assignments for the airport to be identified in one or more separate Task Orders or FAA agreement for professional services. A detailed list of potential Services is included in Attachment 1. A Sample Task Order is attached.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: J-U-B will provide miscellaneous Airport Engineering Services for the Omak Municipal Airport for a period of five (5) years commencing on the date of this signed Master Agreement, or as directed by the CLIENT, or to complete a Task Order or FAA agreement for professional services which is in process.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): The Basis of Fee will be established in one or more separate Task Orders for specific project assignments at the Omak Airport. A ten percent administrative fee will be applied to sub-consultant invoices.

- Yes **Management Reserve Fund.** If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- No
- Yes **Retainer.** If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: City of Omak - Airport General Engineering Services - Master Agreement

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Omak

NAME
PO Box 72/2 N Ash Street

STREET
Omak, WA 98841

CITY / STATE / ZIP CODE

BY (Signature)
Cindy Gagne, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.:
422 W. Riverside Ave. Suite 304

STREET
Spokane, WA 99201

CITY / STATE / ZIP CODE

BY (Signature)
Chuck A. Larson, Chairman

NAME / TITLE

- Applicable Attachments or Exhibits to this Agreement are indicated as 1/13/15
- Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2 – Special Provisions CP 12/24/15
- Standard Exhibit A – Construction Phase Services

REV: 1/15

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties; CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does

not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A - Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SCOPE OF SERVICES

J-U-B's Services under this Agreement are limited to the following:

J-U-B will provide engineering and planning services for individual task assignments to be identified in one or more separate Task Orders or FAA agreement for professional services. A blank Task Order is included as Attachment 1A.

Anticipated projects as listed in the Client's Request for Qualifications letter include (in no particular order):

- **Additional AGIS data gathering and FAA database updates**
- **Environmental Services**
- **Utility relocation and/or extensions**
- **Drainage improvements**
- **Runway and taxiways design, rehabilitation and/or new construction**
- **Landside parking drainage and paving improvements**
- **Airside and landside lighting, signage and electrical improvements**
- **Land acquisition/Land Use**
- **Through the Fence Compliance**
- **Airport landside access roads, airside service roads, or other identified roads rehabilitation and/or new construction**
- **Security fencing**
- **Navigational aids**
- **Project administration**
- **Other work as identified in support of airport development**

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

J-U-B will provide airport engineering and planning Services for a period of five (5) years commencing on the date of this signed Master Agreement, or as directed by the CLIENT, or to complete a Task Order/FAA agreement for professional services which is in progress. Schedules for specific assignments will be as identified in one or more separate Task Orders.

BASIS OF FEE

J-U-B's Basis of Fee for the Services listed in the Agreement is as follows:

Basis of fee will be established in one or more separate Task Orders for specific project assignments.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

~~Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.~~

~~Any reuse by CLIENT for any purpose other than intended under this Agreement without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.~~

TERMINATION

~~The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred through the date of termination. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.~~