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## REQUEST FOR QUALIFICATIONS

### Professional Engineering Services

### BAGGAGE HANDLING SYSTEM UPDATE, #26-44-1897

*Issue Date: May 6, 2026*

*Response due: May 26, 2026 at 2:00 PM*

The Spokane Airport Board (the “Board”) is requesting Statements of Qualifications (SOQ) from qualified consulting firms or teams to provide professional engineering, design, and construction management/administration (CM/CA) services for the upgrade of the existing baggage handling system (BHS) serving the Main Terminal at Spokane International Airport (SIA).

The project will modernize the legacy BHS by upgrading control hardware and software systems, revising system programming, and implementing a user interface consistent with the recently upgraded system serving the C Concourse. The intent is to improve system reliability, maintainability, operational efficiency, and standardization across airport facilities.

#### **A. SCOPE OF WORK**

##### **Scope of Services Overview:**

The selected Consultant shall provide all labor, materials, coordination, and expertise necessary to complete the services described herein, including but not limited to assessment, design, procurement support, construction administration, and system commissioning.

##### **1. Existing Conditions Assessment**

The Consultant shall:

- Conduct a detailed assessment of the existing Main Terminal BHS, including:
  - Control systems (PLC hardware, networks, I/O panels)
  - SCADA/HMI systems and user interfaces
  - Field devices and instrumentation
- Review available as-built drawings, control narratives, and historical maintenance data
- Evaluate system performance, reliability, and obsolescence risks
- Identify gaps relative to the upgraded C Concourse system
- Prepare **Existing Conditions and Gap Analysis Report**

##### **2. Basis of Design (BOD)**

The Consultant shall:

- Develop a Basis of Design document defining:
  - System performance requirements
  - Control system architecture standards
  - Hardware and software platforms
  - User interface design standards aligned with C Concourse

- Establish design criteria to ensure system standardization and scalability

### **3. Design Services**

The Consultant shall provide design services including:

- Control System Upgrades
  - Replacement or modernization of PLC hardware and associated components
  - Network architecture design (industrial Ethernet, redundancy, cybersecurity)
  - Control panel design and layouts
- Software & Programming
  - Development of control logic and programming standards
  - Migration or redevelopment of PLC programs
  - Development of SCADA/HMI systems with standardized user interface
  - Integration with existing airport systems as required
- System Integration
  - Ensure compatibility and interoperability with the C Concourse BHS
  - Coordinate with TSA screening systems and airport IT infrastructure
  - Develop communication protocols and data interfaces
- Design Deliverables
  - 30%, 60%, 90%, and Final (Issued for Construction) design packages
  - Drawings, specifications, and control narratives
  - Cost estimates at each design phase
  - Phasing and construction sequencing plans

### **4. Procurement Support**

The Consultant shall:

- Assist the Board in preparing bid documents
- Support responses to bidder questions and issue addenda
- Evaluate bids and provide recommendations for award

### **5. Construction Management / Administration (CM/CA)**

The Consultant shall provide CM/CA services including:

- Submittal and shop drawing review
- Responses to Requests for Information (RFIs)
- Site visits and progress monitoring
- Coordination with airport operations to minimize disruptions
- Review of contractor schedules and sequencing
- Change order evaluation and recommendations

### **6. Testing & Commissioning**

The Consultant shall:

- Develop and oversee a commissioning plan including:
  - Factory Acceptance Testing (FAT)
  - Site Acceptance Testing (SAT)

- Integrated system testing
- Verify system performance and compliance with design intent
- Coordinate system cutover to minimize operational impacts
- Provide commissioning reports and final acceptance documentation

## **7. Training & Documentation**

The Consultant shall:

- Support development of operator and maintenance training programs
- Review and verify as-built documentation
- Ensure delivery of:
  - Operation & Maintenance manuals
  - Final control system documentation
  - Software backups and licensing documentation

## **8. Project Management**

The Consultant shall:

- Provide a dedicated Project Manager as the primary point of contact
- Develop and maintain a project schedule
- Conduct regular coordination meetings
- Provide progress reports and budget tracking
- Identify risks and recommend mitigation strategies

## **9. Coordination Requirements**

The Consultant shall coordinate with:

- Airport operations and maintenance staff
- TSA and security stakeholders
- Airlines and ground handling operators
- Ongoing or planned airport improvement projects

## **10. Key Considerations**

- Maintain continuous airport operations during implementation
- Minimize system downtime and passenger disruption
- Ensure consistency with the C Concourse BHS platform
- Prioritize maintainability, reliability, and lifecycle cost efficiency

## **11. Deliverables Summary**

- Existing Conditions & Gap Analysis Report
- Basis of Design (BOD)
- Design packages (30/60/90/Final)
- Cost estimates
- Bid support documentation
- Commissioning plan and reports
- Final as-built and O&M documentation

## **B. INFORMATIONAL MEETING**

A **MANDATORY** informational virtual meeting is scheduled for **10:00 a.m. on Thursday, May 14, 2026**

### **Join Teams Meeting Link**

<https://teams.microsoft.com/meet/234441994697259?p=bueBYnMtkfVi8CrrFA>

Meeting ID: 234 441 994 697 259    Passcode: Mr9KQ24G

Dial in by phone: 1-929-229-5351    Phone conference ID: 634 942 921#

## **C. SUBMITTAL REQUIREMENTS**

Please submit one (1) electronic copy, in searchable Adobe PDF format.

email to: Margaret Merin, [mmerin@spokaneairports.net](mailto:mmerin@spokaneairports.net)

subject line RFQ: Baggage Handling System Update, #26-44-1897

Upon receipt of the electronic submission, a receipt email will be issued confirming your submission.

Proposals delivered by hand, fax, or telephone or any postal carrier will not be accepted. Electronic submittal shall be limited to the requirements specified in the SOQ section D, and shall not include additional brochures, booklets or other sales materials that are not specifically requested.

### **1. Clarifications**

Any questions or request for clarification must be received via email no later than: May 18, 2026 and shall be directed to:

Margaret Merin, [mmerin@spokaneairports.net](mailto:mmerin@spokaneairports.net)

Subject line RFQ: Baggage Handling System Update, RFQ# 26-44-1897

Information, clarifications or modifications will be provided in writing by the Airport and will be communicated no later than May 20, 2026 via the Airport's website at:

<http://business.spokaneairports.net/rfp>.

### **2. Related Information**

Firms are advised to familiarize themselves with the Airport's standard Professional Service Agreement (PSA) and are prepared to accept without modification the terms and conditions contained therein. The selected consultant will be expected to execute the Airport's PSA. It is anticipated that a PSA will be awarded by the Board at its June 2026 meeting.

This Request for Qualifications (RFQ) and information regarding this RFQ are posted on the Spokane Airports website.

## **D. STATEMENT OF QUALIFICATIONS (SOQ)**

SOQs shall respond to the criteria listed below. SOQs should be clear and concise and formatted as outlined below to provide the Selection Committee with the following information and allow for consistent evaluation of each submittal.

#### Transmittal Letter

Provide a one-page transmittal letter which introduces the consulting firm and team. Discuss services offered, size of staff, and office location(s) of the consulting firm(s). Include the point of contact information, including email and phone number of the firm responding to the RFQ.

#### Table of Contents

Include an identification of the material by section and page number.

#### Statement of Qualifications

Provide no more than 15 double-sided pages describing the qualifications, experience, and capabilities of the proposing firm and team in the order presented below. The transmittal letter, and table of contents will not be included in the page count.

1. *Project Organization and Staff Experience.* Include the organizational structure that is proposed to implement the Project, identifying the primary point of contact, support staff, subconsultants, and location of office where most of the work of the prime consultant will be completed. Include brief resumes of the key project personnel identifying professional qualifications, experience, capabilities, and relevant projects each have completed.
2. *Specific Relevant Projects.* Include and describe projects of similar scope that the proposed key personnel and/or team have participated in and completed in the past five (5) years. Identify key personnel from the organizational chart.
3. *Project Understanding and Approach.* Demonstrate an understanding and familiarity of this Project. Describe your approach to successfully completing the project, including project administration, planning and design considerations, and construction management and construction administration.
4. *References.* Provide a list of three (3) references that have specific knowledge of relevant work performed by the consultant.

#### **E. SOQ EVALUATION AND SELECTION**

All SOQs received will be evaluated and ranked based upon the responsiveness to the RFQ. A minimum of two (2) firms may be selected for further evaluation and requested to participate in an interview as part of the selection process. Alternatively, the Airport may choose to select the most qualified firm or team directly following the evaluation of the submitted SOQs. One consultant will be selected for negotiation of a PSA.

The Board reserves the right to reject any and all SOQs, to waive any irregularities in the SOQs received, and to accept the SOQs deemed most advantageous to the best interest of the Board. All SOQs become the property of the Airport.

Spokane International Airport is an Equal Opportunity Employer and federal contractor or subcontractor. As such, the Airport and all tiers of its consultants will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A).

## **F. SCOPE OF WORK AND FEE PROPOSAL**

Following the selection process, the Airport will enter contract negotiations with the selected consultant. The Airport and consultant will meet to discuss the proposed services and scoping of work. The selected consultant will be expected to prepare and submit a detailed breakdown proposal identifying hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. Work will be performed on a negotiated lump sum, based on the specific tasks identified in the Scope of Work associated with design services. Construction management and construction administration services may be amended to the PSA and will be performed on a negotiated not-to-exceed amount, based on time and materials (specific rates of compensation). Negotiations and an independent cost analysis will be performed prior to approval and execution of the PSA. If scope and fee cannot be agreed upon between the Airport and the consultant, negotiations will be terminated. The Airport will then enter negotiations with the next highest qualified consultant.

## **G. PUBLIC RECORDS AND DISCLOSURE OF SOQs**

1. Property of Board: SOQs submitted to the Board shall become the property of the Board and shall not be returned to the consultant.
2. SOQs are Public Records: Pursuant to Chapter 42.56 RCW, SOQs submitted to the Board shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, SOQs shall be considered public documents and available for review and copying by the public after the award of an Agreement is made by the Board.
3. Process for Disclosing Information: If a request is made for disclosure of all or any portion of a SOQ, the Board will determine whether the material should be made available under the law. If the Board determines that the material is not exempt and may be disclosed, the Board will notify the consultant of the request and allow the consultant five (5) business days to take appropriate action pursuant to RCW 42.56.540. If the consultant fails or neglects to take such action within said period, the Board may release the portions of the SOQ deemed subject to disclosure.
4. Indemnification: To the extent that the Board withholds from disclosure all or any portion of consultant's documents at a consultant's request, such consultant agrees to fully indemnify, defend and hold harmless the Board, the City and County of Spokane, their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding information from public disclosure.
5. No Claim Against Airport: By submitting a SOQ, the consultant consents to the process outlined in this RFQ and shall have no claim against the Board because of actions taken.

*End of Request For Qualification*



**PROFESSIONAL SERVICES AGREEMENT**

for

BAGGAGE HANDLING SYSTEM UPDATE, Project #26-44-1897

THIS AGREEMENT, made and entered into this \_\_\_\_\_, 2026, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and SIA, a Company organized and incorporated in the State of Washington, hereinafter referred to as "Consultant."

Consultant shall provide professional services for the Baggage Handling System Update, Project #26-44-1897, at the Airport Business Park. Said services shall be in accordance with the Scope of Work - Exhibit A, dated Click or tap to enter a date., attached hereto. In the event of conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail.

**WITNESSETH:**

The parties hereto agree as follows:

1. **TIME OF PERFORMANCE:** This Agreement shall run from time of execution by both parties until terminated as provided for herein.
2. **MODIFICATION:** The Airport may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant will accept modification when ordered in writing by the Airport's designated representative, the time for performance and compensation being mutually agreed upon. Consultant shall make revisions to work included in this Agreement as are necessary to correct errors and omissions appearing therein when required to do so by the Airport without additional compensation.
3. **COMPENSATION:** The Airport will pay Consultant per the Scope of Work – Exhibit Choose an item., dated Click or tap to enter a date., attached hereto. The negotiated fee for said services shall be Choose an item., and/or Choose an item., for a not to exceed total of \$Click or tap here to enter text..

The Consultant agrees that any work identified during the project as outside of the original Scope of Work shall be discussed with the Airport prior to execution of such work. A separate written scope and fee will be prepared and forwarded to the Airport for consideration. Any work completed by the Consultant outside of the Scope of Work without express written prior approval from the Airport shall be considered incidental.

4. **PAYMENT:** Consultant will send its applications for payment to:

Email: afm.admin@spokaneairports.net

Subject: Baggage Handling System Update, Project #26-20-1878-001-00

-or-

Spokane International Airport  
Baggage Handling System Update, Project # 26-44-1897  
Attn: Operations  
9000 W. Airport Drive, Suite 204  
Spokane WA, 99224

5. TERMINATION: Airport may terminate this Agreement by thirty (30) days' written notice to the other party and Consultant may terminate this Agreement by sixty (60) days' written notice; provided, however, the party seeking to terminate this Agreement shall not be in default. In the event of such termination, the Airport shall pay Consultant for all services rendered and expenses incurred prior to date of termination. The Airport is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions on the part of Consultant.

6. COMPLIANCE WITH LAWS: Consultant shall comply with all applicable federal, state, and local laws, regulations and executive orders which are incorporated by reference.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The Consultant certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

8. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, reports and other related documents prepared by Consultant under this Agreement are and shall be the property of the Airport. Any reuse shall be at the Airport's sole risk.

9. ENDORSEMENT OF PLANS: Consultant shall place its written endorsement on all plans, specifications, reports or documents developed by Consultant.

10. ASSIGNMENTS: This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign or transfer its interest, in whole or in part, without the other party's prior written consent.

11. LEGAL CLAIMS AND ATTORNEY FEES:

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Consultant's duties. Subject to paragraphs 20 and 27 of this Agreement, the Airport and Consultant each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Consultant is an independent contractor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of fees or other sums or charges otherwise payable to Consultant, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the

Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

## 12. FEDERAL NONDISCRIMINATION

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

13. **ANTI-KICKBACK:** No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

14. **EXPERT LEGAL TESTIMONY:** In the event of any legal or other controversy requiring the services of Consultant in providing expert testimony in connection with any project, except suits or claims by third parties against the Airport arising out of negligent errors or omissions of

Consultant, the Airport shall pay Consultant for services rendered in regard to such legal or other controversy, including costs of preparation for controversy. Such payment to Consultant shall be at rates mutually agreed upon.

15. STANDARD PERFORMANCE: Consultant, in carrying out its responsibilities, acts, and duties, shall observe and meet the standard of an experienced and qualified professional Choose an item. familiar with the construction industry, and in particular, airport construction, performing similar services under similar conditions.

16. CONSTRUCTION AND SAFETY: Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors, or the safety precautions and programs incidental to the work of the Agreement. Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the services contemplated herein for its own personnel while located on the project site.

The duty of Consultant to prepare a safety plan does not include review or approval of the adequacy of the Contractor(s) safety program.

17. ACCESS, APPROVALS and PERMITS: The Airport shall arrange for access to and make all provisions for Consultant to enter Spokane Airport property as required for Consultant to perform its services. Except as may be provided in individual agreements, the Airport shall furnish appropriate approvals and permits from all governmental authorities having jurisdiction over the project and such approval and consents from others as may be necessary for completion of the project.

18. MAINTENANCE OF RECORDS: Consultant shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Agreement including pertinent information which Consultant shall have kept in conjunction with this Agreement and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Consultant agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.

19. INSURANCE:

A. Consultant shall carry Professional Liability insurance coverage, including coverage for job supervision, in the minimum amount of \$1,000,000.00 per claim and in the aggregate.

A. Consultant shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below and insurance shall be placed with companies or underwriters authorized to do business in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive general liability insurance coverage with aircraft exclusion deleted and shall include, but not by way of limitation, bodily injury, property damage, products liability, automobile including owned, non-owned, leased and hired, and contractual coverage. Consultant shall also maintain a vehicular policy insuring any of its vehicular operations

on the Airport and the policy shall be issued by a company authorized to do business in the State of Washington. Consultant shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than \$1,000,000.00, combined single limit or split limits equal to and not less than \$1,000,000.00, for bodily injury and property damage with respect to each occurrence; such limits subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Airport by registered mail at least thirty (30) days prior to the date of such cancellation. Where any policy(ies) has/have normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. The Airport, its staff, and employees shall be named as additional insured on Consultant's Comprehensive General Liability coverage, with respect to Consultant's use of the Airport and the Premises which are subject of this Agreement. Upon written request by the Airport, Consultant shall permit the Airport to inspect all originals of all applicable policies. Required additional insured language is as follows: *"The Airport, the City and County of Spokane, their elected officials, agents and employees are additional insured with respects to Liability arising out of the operations of the named insured."*

20. INDEMNIFICATION:

A. The Consultant shall indemnify the Airport, its elected and appointed officials, agents, employees and representatives (collectively, the "Constituents") from only that portion of any liability that is caused by any negligent act, error, or omission by the Consultant with regard to the professional services it has performed for the Airport, as such liability is finally determined after trial and any appeal thereof. The Airport and the Constituents shall not have comparative fault for selection, administration, monitoring, or controlling the Consultant, or in approving or accepting the Consultant's work. This paragraph shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the Consultant. This indemnification is not intended to, and does not alter or interfere with any duties that the Consultant may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the Airport and the Constituents and no third party beneficiary or other rights shall be created under this provision.

B. Consultant hereby agrees to release and hold harmless the Airport and Constituents from any damages to the Consultant caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and the Consultant does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Consultant further agrees to hold the Airport and Constituents free and harmless for any claims arising out of the damage, destruction or loss of any or all of Consultant's

equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

21. AUTHORIZATION TO PROCEED: Consultant will not begin work on any of the services listed until the Airport provides written direction to proceed.
22. FORCE MAJEUR: Neither the Airport or Consultant shall hold the other responsible for damages nor delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.
23. HAZARDOUS MATERIALS: Dealing with hazardous materials is not within Consultant's obligations. An amendment to this Agreement will be required for work involving hazardous materials.
24. SERVICES OF CONSULTANT: Unless this Agreement is terminated as specified herein by reason of substantial failure of either party to fulfill its obligations under this Agreement, Consultant shall perform all services specified in this Agreement.
25. SUBMISSION OF AGREEMENT: The submission of this document for examination and negotiation does not constitute an offer or Agreement. This document shall become effective and binding only upon execution and delivery hereof by an authorized representative of each the Airport and Consultant. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.
26. RELATIONSHIP OF THE AIRPORT AND CONSULTANT: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture, and no provision contained in this Agreement nor any acts of Consultant and the Airport shall be deemed to create any relationship other than that of Consultant serving as an independent contractor of the Airport.
27. SURVIVAL OF INDEMNITIES: All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Consultant shall, at the Airport's option, defend the Airport at Consultant's expense by counsel satisfactory to the Airport.
28. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY: This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.