
**Request for Qualifications
Spokane Airport Board
Strategic Planning Consultant Services**

The Spokane Airport Board (the “Board”) is requesting Statements of Qualifications (SOQ) from qualified consulting firms or teams of firms (“Proposer” or “Consultant”) for **Strategic Planning Consultant Services**. SOQs will be received by the Board until **2:00 p.m. (PDT), June 16, 2026**.

A. SCOPE OF WORK

See the attached Scope of Work. The selected Consultant is expected to provide a team that is capable of performing all required services.

B. INFORMATIONAL MEETING

A mandatory informational virtual meeting is scheduled for **Thursday, June 4th, 2026 at 12:00 p.m. (PDT)**.

Join Zoom Meeting Link

<https://spokaneairports-net.zoom.us/j/87017548551?pwd=MzgYuu3HhzaMUeVLdfz0gupQdQu9cj.1>

Meeting ID: 870 1754 8551

Passcode: 692202

C. SUBMITTAL REQUIREMENTS

Submit one (1) electronic copy, in searchable Adobe PDF format, by email to rsheehan@spokaneairports.net by **2:00 p.m. (PDT), June 16, 2026**. Maximum file size of the SOQ submittal is 10MB. The email subject line must contain the name of the responding firm and the project number.

Subject Line: [Firm Name], Project Number 26-49-9999-009-00

1. Clarifications

Information, clarifications or modifications will be provided in writing by the Airport and will be communicated via the Airport’s website at <http://business.spokaneairports.net/rfp>. Any request for clarifications must be received via email at least five working days prior to the submittal deadline. Any questions relating to the submittal requirements shall be directed to:

Ryan Sheehan, Chief Operating Officer
Spokane Airports
E-mail: rsheehan@spokaneairports.net

2. Related Information

Proposers are advised to familiarize themselves with the Airport's standard Professional Service Agreement (PSA) and be 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 regular July 2026 meeting.

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

D. STATEMENT OF QUALIFICATIONS

Proposers shall respond to each criteria listed below. SOQs should be clear and concise and formatted as outlined below to provide the Selection Committee with the following information to 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 pages describing the qualifications, experience, and capabilities of the proposing firm and team in the order presented below. Covers, tabs, 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 provide the services, identifying the primary point of contact, support staff, subconsultants, and location of office where the majority of the work of the prime consultant will be completed. Include brief resumes of the key personnel identifying professional qualifications, experience, capabilities, and relevant projects each have completed.
2. *Specific Relevant Projects.* Include and describe planning efforts of similar scope that the proposed key personnel and/or team have participated in or 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, facilitation, and public engagement.

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 firm 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 into 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 amount, based on the specific identified tasks of the Scope of Work associated with the required services. If scope and fee cannot be agreed upon between the Airport and the Consultant, negotiations will be terminated. The Airport will then enter into negotiations with the next highest qualified Consultant.

G. QUALIFICATION SUBMITTALS

SOQs shall be submitted by email to: rsheehan@spokaneairports.net

H. 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 of Spokane, and 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.

**Request for Qualifications
Spokane Airport Board
Strategic Planning Consultant Services**

Scope of Work

1. INTRODUCTION

The Spokane Airport Board (Board) is soliciting Statements of Qualifications from experienced consulting firms to develop an integrated, enterprise-level Strategic Plan that will guide policy, investment, and organizational decision-making for the Board and its operating entities:

1. Spokane International Airport (GEG)
2. Felts Field Airport (SFF)
3. Spokane International Airport Business Park
4. Spokane International Airport Rail-Truck Transload Facility

The Strategic Plan will establish a shared organizational purpose and values while also addressing the unique operational, financial, and market conditions of each entity. The plan is intended to be a management tool, supporting internal and external decision-making over a three-year planning horizon compatible with the current Airport Layout Plan and Master Plans.

2. PROJECT OBJECTIVES

The consultant shall assist the Board in:

- Defining and articulating a clear organizational purpose and values
- Evaluating the organizational structure and staffing needs
- Aligning strategic and operational priorities across aeronautical and non-aeronautical assets and rationalization of each entity's real estate portfolio
- Strengthening financial sustainability and diversification
- Positioning each entity for market-responsive growth
- Enhancing transparency and communication with stakeholders
- Producing a practical, implementation-oriented roadmap including identification of required fiscal assets

3. GENERAL SCOPE OF SERVICES (ALL ENTITIES)

Task 1 – Project Initiation and Governance

Objectives

- Establish shared expectations, scope confirmation, and project protocols.

Key Activities

- Kickoff meetings with Board leadership and executive staff
- Confirm project schedule, milestones, and decision points
- Define roles, responsibilities, and coordination protocols

Deliverables

- Final project work plan and schedule
- Stakeholder engagement plan

Task 2 – Organizational Purpose and Values

Objectives

- Develop a clear statement of why the organization exists and how it operates.

Key Activities

- Facilitate leadership workshops and staff engagement sessions
- Review existing mission, vision, and values statements
- Assess alignment with Board responsibilities and community expectations

Deliverables

- Statement of organizational purpose
- Values framework
- Summary of how purpose and values inform strategy and decision-making

Task 3 – Systemwide Assessment and Strategic Context

Objectives

- Develop a shared understanding of current conditions across all operating entities.

Key Activities

- Review governance structure, policies, and prior planning efforts
- Evaluate financial performance, revenue mix, and cost structure
- Review organizational structure, staffing, internal processes, and succession planning
- Collect information and feedback from internal and external stakeholders
- Assess regulatory, market, and economic conditions
- Identify organization-wide strengths, risks, and opportunities

Deliverables

- Baseline conditions and strategic context memorandum
- SWOT or equivalent strategic assessment

4. ENTITY-SPECIFIC TASKS AND DELIVERABLES

A. SPOKANE INTERNATIONAL AIRPORT (GEG)

Internal Objectives

Key Tasks

- Assess air service strategy, terminal and airfield capacity, and operational performance
- Evaluate compliance, safety, and asset management practices
- Evaluate capital planning alignment with strategic goals

Deliverables

- Internal operations and capability assessment
- Strategic alignment recommendations

External Objectives

Key Tasks

- Evaluate airline, tenant, and passenger market dynamics
- Assess competitive positioning and regional role
- Identify opportunities for revenue growth, service enhancement and innovation

Deliverables

- Market and stakeholder analysis
- External growth and positioning strategies

B. FELTS FIELD AIRPORT (SFF)

Internal Objectives

Key Tasks

- Assess general aviation service mix and operational sustainability
- Review facilities, leases, and cost recovery performance
- Evaluate compliance, safety, and asset management practices

Deliverables

- Internal operational and financial assessment
- Sustainability and asset utilization recommendations

External Objectives

Key Tasks

- Evaluate community role, user needs, and tenant mix
- Address community integration and compatibility considerations

Deliverables

- Stakeholder and community interface analysis
- Strategic development and positioning options

C. SPOKANE INTERNATIONAL AIRPORT BUSINESS PARK

Internal Objectives

Key Tasks

- Review governance, leasing strategy, and financial performance
- Assess infrastructure readiness and land utilization
- Evaluate internal decision-making and investment criteria

Deliverables

- Business Park performance and readiness assessment
- Internal policy and process recommendations

External Objectives

Key Tasks

- Assess market demand, competitive positioning, and target industries
- Evaluate alignment with regional economic development objectives
- Identify near- and long-term development opportunities

Deliverables

- Market positioning, development strategy, and identification of sector targets
- Revenue diversification and partnership opportunities

D. SPOKANE INTERNATIONAL AIRPORT RAIL-TRUCK TRANSLOAD

Internal Objectives

Key Tasks

- Review governance, leasing strategy, and financial performance
- Assess infrastructure readiness and land utilization
- Evaluate internal decision-making and investment criteria

Deliverables

- Rail-Truck Transload performance and readiness assessment and identification of sector targets
- Internal policy and process recommendations

External Objectives

Key Tasks

- Assess market demand, competitive positioning, and target industries
- Evaluate alignment with regional economic development objectives
- Identify near- and long-term development opportunities

Deliverables

- Market positioning, development strategy and identification of sector targets
- Revenue diversification and partnership opportunities

5. STRATEGIC FRAMEWORK

Task 4 – Strategic Goals and Initiatives

Objectives

- Translate analysis into a coherent, systemwide strategy

Key Activities

- Define strategic goals for each entity and for the Board as a whole
- Identify cross-divisional initiatives and interdependencies
- Establish measurable objectives and performance indicators

Deliverables

- Strategic goals and initiatives matrix
- Performance measurement framework

Task 5 – Implementation and Action Plan

Objectives

- Ensure the Strategic Plan is executable and measurable

Key Activities

- Develop phased implementation roadmap
- Identify responsibilities, timelines, and resource implications
- Recommend monitoring and reporting mechanisms

Deliverables

- Multi-year implementation plan
- Priority action list (near-, mid-, and long-term)
- Strategy monitoring and update framework

6. FINAL DELIVERABLES

At a minimum, the consultant shall provide:

- Draft and Final Strategic Plan documents
- Executive summary suitable for Board and public use
- Presentation materials for Board adoption
- Digital files suitable for internal and external distribution

7. COORDINATION AND REVIEW

The consultant shall work closely with Board leadership and designated staff throughout the project. All major deliverables shall be reviewed by the Board prior to finalization.



PROFESSIONAL SERVICES AGREEMENT

for

STRATEGIC PLANNING CONSULTANT SERVICES, Project #26-49-9999-009-00

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 [Company], a Company organized and incorporated in the State of _____, hereinafter referred to as "Consultant."

Consultant shall provide professional services for the Strategic Planning Consultant Services, Project #26-49-9999-009-00, at the Spokane International Airport. Said services shall be in accordance with the Scope of Work - Exhibit Choose an item. , 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: Strategic Planning Consultant Services, Project #26-49-9999-009-00

-or-

Spokane International Airport

Attn: Operations Department # 26-49-9999-009-00

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.

End of Professional Services Agreement