

TOOELE CITY CORPORATION

RESOLUTION 2026-60

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE 2026 WATER RECLAMATION FACILITY UPGRADES CONSTRUCTION PROJECT.

WHEREAS, Tooele City owns and operates the Water Reclamation Facility; and,

WHEREAS, due to aging infrastructure, it is necessary to perform certain maintenance of the process facilities as well as create additional waste water treatment capacity in order to meet growth demands within the City; and,

WHEREAS, the City Administration has elected to do a Public Works Project to include: UV Disinfection Improvements; Solar Dryer Greenhouse Improvements; New Boiler Building; and, Site Civil and Yard Piping Improvements; and,

WHEREAS, J-U-B Engineers, Inc., has submitted a proposed agreement attached as Exhibit A for professional engineering and construction administration services related to the Public Works Project, at the cost of \$499,900.00; and,

WHEREAS, the professional services agreement complies with procurement code and policies for the State of Utah and Tooele City; and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of \$30,000, established in Tooele City Code §1-5-10 (see also §§1-14-4, 1-22-4); and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of \$24,995.00, as contingency for contract amendments or additional services task orders which may arise during the Public Works Project, as reviewed and approved by the Mayor;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit A with J-U-B Engineers, Inc., is hereby approved, in the amount of \$499,900.00, for completion of the Public Works Project; and,
2. an additional \$24,995.00 contingency is hereby approved, which may be used for contract amendments or additional services task orders, as reviewed and approved by the Mayor.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 5th day of August, 2026.

TOOELE CITY COUNCIL

(For)

(Against)



Melodi Archib

Justin Brady

OK McCall

[Signature]

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

[Signature]

ATTEST:

Shilo Baker

Shilo Baker, City Recorder

SEAL



Approved as to Form:

[Signature]

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Agreement
J-U-B Engineers, Inc.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

Professional Services Agreement – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Tooele WRF 2026 Upgrades - Construction Administration Services

CLIENT: Tooele City Corporation

J-U-B PROJECT NUMBER: RP-26-XXXXX

TYPE OF SERVICE: Water/Wastewater

ATTACHMENT TO:

☒ **Agreement between Tooele City Corporation and J-U-B Engineers**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 PROJECT UNDERSTANDING

J-U-B will provide construction phase services in support of the 2026 upgrades construction effort. This work will include office engineering services, field engineering support, and limited on-site observation. The intent during the construction phase of this Project is for the Engineer to provide services to the Owner to support the administration of construction in accordance with the drawings and specifications established in the Contract Documents for the Tooele WRF 2026 Upgrades Project. This project encompasses the construction administration for the expected improvements listed below:

- UV Disinfection Improvements
- Solar Dryer Greenhouse Improvements
- New Boiler Building
- Site Civil and Yard Piping Improvements

It is anticipated that construction of the 2026 upgrades will begin September 2026 and have a construction duration of 20 months. If the projects noted above are modified significantly during the bidding process, this construction phase services scope and associated fee may need to be adjusted accordingly as mutually agreed upon by the City and J-U-B.

The work breakdown split between J-U-B and J-U-B's subconsultants is generally described below.

- Overall Project Management: J-U-B
- Site Civil: J-U-B
- Process Mechanical: J-U-B
- Structural: J-U-B
- Mechanical HVAC and Plumbing: Heath Engineering (subconsultant to J-U-B)
- Heating System, Boiler Building, and Greenhouse Improvements: Prospiant (subcontractor to General Contractor)
- Materials testing and third-party special inspections: Quality Control testing to be provided by Contractor, Quality Assurance testing to be provided separately by CLIENT
- Electrical and Instrumentation: SKM, Contracted separately by CLIENT
- SCADA Programming and Integration: SKM, Contracted separately by CLIENT

PART 2 SCOPE OF SERVICES BY J-U-B

J-U-B's Construction Administration Services under this Agreement are identified and delineated below and in Standard Exhibit A. Any other work necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT unless otherwise mutually agreed to as Additional Services.

Upon receiving written authorization from CLIENT to proceed with the construction phase, J-U-B shall provide the construction support as listed herein:

2.1 TASK 100 - PROJECT MANAGEMENT

A. Subtask 110: Project Management

1. Set up project file directory and integrate into J-U-B's accounting software.
2. Provide monthly project updates to CLIENT.
3. Communicate and coordinate subconsultant agreements.
4. Oversee project tasks to manage the scope, schedule, engineering budget, and engineering support work plan.
5. Invoices will be prepared and submitted to the CLIENT on a monthly basis and will reflect work accomplished during the billing period.
6. Ongoing document handling
7. Project closeout - Prepare paper and electronic archive, close financial billing and account records.

2.2 TASK 200 - CONSTRUCTION PHASE SERVICES – OFFICE ENGINEERING

A. Subtask 210: Executed Contract Documents and Conformed Construction Drawings

1. Coordinate with CLIENT and the successful bidder as both parties execute the CONTRACTOR-Owner Agreement. Review bonds, insurance, and other construction documents submitted by the CONTRACTOR for general conformance with the Contract Documents.
2. Assist CLIENT with assigning pre-procured equipment contracts to CONTRACTOR.
3. Prepare a Notice to Proceed in accordance with the Contract Documents for execution by CLIENT. Produce set of Executed Contract Documents and deliver to all parties.
4. Produce informational/conformed set of construction drawings incorporating bid clarifications from the bidding period (provided as electronic pdfs).

B. Subtask 220: Overall Construction Coordination

1. This task accounts for the coordination efforts required throughout construction for a project of this size and complexity. It assumes regular coordination with the CONTRACTOR and city staff as required, as well as internal coordination between members of the design team and construction field staff. As the prime consultant, J-U-B will be responsible for coordinating the efforts of the design/construction administration team.
2. This task includes reviewing field reports (submitted by CLIENT), special inspections documentation (submitted by the Contractor), correspondence with contractor regarding deficiencies, etc.
3. This task also includes overall resource scheduling, internal progress meetings, and project staffing internally at J-U-B based on construction needs.

4. This task assumes a construction duration of 20 months.

C. Subtask 230: Project Submittals, Requests for Information (RFIs), and Work Change Directives

1. Contractor submittals will be reviewed for general compliance with the Contract Documents and design intent. The number of submittals and resubmittals depends on the competency and management approach of the Contractor, which is beyond the control of the Engineer or the Owner.
 - a. This task assumes 80 submittals and 40 resubmittals.
2. Shop Drawings and Samples. Review or take other appropriate action with respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
 - a. This task assumes 10 shop drawings/samples.
3. Substitutes. Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor. These will be reviewed for compliance with the contract documents and design intent.
 - a. This task assumes 3 substitution requests. If redesign by Engineer is necessary as a result of a substitution request, the contract shall be amended as appropriate for the Additional Service.
4. Respond to RFIs as submitted by the Contractor for general conformance with the Contract Documents.
 - a. This task assumes 80 RFIs.
5. Clarifications and Interpretations; Field Orders. Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 - a. This task assumes 10 field orders.
6. Change Orders and Work Change Directives. Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
 - a. This task assumes 15 work change directives.
 - b. This task assumes 5 change orders.

D. Subtask 240: Review Pay Requests

- a. Applications for Payment. This task assumes 18 pay requests plus final pay application.

E. Subtask 250: SCADA Coordination

1. Engineer will coordinate with SKM to produce a "Controls Strategy Narrative" which will include a written narrative describing the operation of the facility including equipment, logic behind the operation of the equipment, sequencing of equipment, design capacity, and operating strategy.

2. The control narrative will incorporate, integrate and reference the vendor-provided SCADA control narratives from the pre-procured equipment systems that have been assigned to the Contractor through the Contractor-Owner Agreement.
3. The intent is to develop an overall document that identifies the functionality of the various component equipment, instrumentation, alarms, normal and emergency operations, communications and data acquisition needs for the systems.
4. Coordinate programming with SKM, Inc. during startup and commissioning.

F. Subtask 260: Subconsultant Tasks

1. This task includes time for subconsultants to provide office and field engineering services within J-U-B's overall construction management role. The following subconsultant services are included in J-U-B's construction administration fee.
 - a. Mechanical HVAC and Plumbing; Heath Engineering

2.3 TASK 300 - CONSTRUCTION PHASE SERVICES – FIELD ENGINEERING

A. Subtask 310: Construction Staking

1. Provide construction staking to establish project control for site work, major yard piping, and structures. It is assumed this will occur in a maximum of two mobilizations.
2. Once the survey staking is completed, it will be the responsibility of the contractor to protect and maintain all staking and controls, as well as provide construction surveying as required to complete the work. Additional mobilizations for surveying are considered an Additional Service.
3. Record Surveying is not included for the WRF project. If requested, the Record Surveying would be completed as an Additional Service.

B. Subtask 320: Construction Progress Meetings and Engineering Site Visits

1. Pre-Construction Meeting: Attend one on-site pre-construction meeting with the Owner, Contractor, and subcontractors to review and discuss administrative procedures, scheduling, and critical work items. J-U-B will coordinate and lead the meeting, prepare agendas/meeting minutes, and issue notes to attendees.
2. Construction Progress Meetings – The Engineering Project Manager will attend biweekly construction progress meetings on-site during periods of site activity to facilitate project communication. It is anticipated a site visit will follow the construction progress meeting to observe as an experienced and qualified design professional the progress and quality of the Work generally conforms to the project design. While the Contractor is off-site, bi-weekly meetings will be conducted via conference call to review progress and disseminate information and questions.
 - a. This item assumes biweekly meetings for the project duration, at 2 hours each and meeting support/site visits at 2 hours each, in addition to meeting preparation, post-meeting notes and travel time to/from the site.
3. Engineering site visits will be conducted in association with the weekly construction progress meetings and on an as-needed basis. Additional site visits will be conducted during key construction-related activities and/or to resolve issues in the field. Engineering staff will coordinate site visits with the city inspector to inform the design intent and to make decisions in the field.

- a. This task assumes 25 additional site visits by the engineer for two hours each time during the construction period.
4. Additionally, Engineering staff site visits will facilitate the transfer of field information back to the design team in the office. Such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed observations of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, recommending additional sampling or testing, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

C. Subtask 330: Equipment Testing, Start-up, and Commissioning

1. Review contractor's detailed start-up, testing and commissioning plans.
2. Conduct pre-startup meetings to assist Owner and Contractor in coordinating start-up and training activities.
3. Conduct site visits during equipment start-up operations and testing to review items for general conformance to the project specifications.
4. Start-up operations are scheduled by the contractor and may occur on successive days or over extended periods. J-U-B has attempted to estimate the time commitment to support these activities. However, delays caused by the contractor, including repeating attempted start-up and commissioning activities due to incomplete Work, may result in additional costs. Startup and acceptance testing will be conducted for each piece of new equipment and for the entire new system.
5. Assist with clean water testing of equipment and verify equipment operation/performance/troubleshooting.
6. Note: Supervisory Control and Data Acquisition (SCADA) System programming will be provided by SKM, Inc. under a separate contract directly with the OWNER. Coordination time for J-U-B with SKM is included in Subtasks 250 and 330.

D. Subtask 340: Substantial Completion and Final Walkthrough

1. Substantial Completion. Promptly after notice from CLIENT that contractor considers the Work is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Prepare project "Lists of Items to be Completed or Corrected" (punchlists) as necessary and review correction of deficient work. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
2. Final Notice of Acceptability of the Work. Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor upon completion of all incomplete or deficient work.

E. Subtask 350: Resident Project Representative (RPR/Construction Observation)

1. It is understood the City will provide their own field staff for the entirety of this job. It is anticipated the City's field staff will keep the design team up to date with field progress and potential issues. J-U-B will not provide an RPR for this job. However, J-U-B will provide a construction observer at key points during construction such as critical concrete pours and to

coordinate construction issues as needed. The construction observer will supplement city staff and provide a direct link to the Engineering team in the office. In the early phases of the project, it is anticipated the construction observer will not be onsite. During times of active construction, the construction observer will be on-site on an as-needed basis to observe if that construction is progressing in general accordance with the Contract Documents and on project schedules.

2. Construction observation services are anticipated based on 12 months of active construction and include travel to and from the project site once every two weeks with a site visit of two hours per trip, and one hour per week coordination with Project Engineer.
3. Per IBC requirements, compaction and other special inspections testing for structures (rebar, welding, bolting, fire-blocking, etc.) will be performed by an independent third party to be contracted and paid for by the CLIENT and/or contractor directly. This scope does NOT include material testing and special inspections but does include ENGINEER's review of inspection reports and coordinating repair of deficient Work as identified in the inspection reports.

2.4 TASK 400 – PROJECT CLOSEOUT

A. Subtask 410: Record Drawings

1. Review record drawing information provided by contractor and request additional information from contractor as necessary.
2. Integrate contractor's record drawings information and ENGINEER's observations into a Record Drawing set, produced in AutoCAD.
3. Submit record drawings for CLIENT's files (two copies) and submittal to Utah DWQ (one copy). Hard copy submissions shall be on 11x17 sheets; electronic copies shall be in PDF format.
4. Record Surveying is not included for the WRF project. If requested, the Record Surveying would be completed as an Additional Service.

B. Subtask 420: Contractor-Provided O&M Manual

1. Review contractor-provided Operation and Maintenance (O&M) Manuals and request additional information from contractor as necessary.
2. Contractor to finalize O&M Manual and will coordinate with City staff to provide hard copies and/or electronic pdfs.
3. Note: An update to the City's existing plant-wide O&M Manual is not included in this Scope of Work. If desired, updating the plant-wide O&M Manual to incorporate the new upgrades can be added as an Additional Service.

Assumptions, Exclusions and Work Provided by Others

To better define the scope and responsibilities the following are assumed:

1. Special inspections and materials testing to be provided and paid for by CONTRACTOR.
2. Quality assurance testing to be paid for by CLIENT under a separate contract.
3. Documents transmitted in the construction phase will be processed electronically rather than as physical hard copies.
4. Contractor and supplier submittals, supplier operations and maintenance manuals, as-builts, start-up reports, and other construction-related documents are assumed to be provided during construction by the CONTRACTOR. J-U-B will coordinate the review of submittals, RFIs, field orders, and change orders. Specialized submittals, such as shop drawings, process mechanical

equipment, structural, civil, architectural, mechanical HVAC/plumbing, samples, etc. will be sent by CONTRACTOR to J-U-B for review and coordination.

5. Electrical/Instrumentation construction administration and Controls/SCADA programming to be provided by SKM, Inc. under a separate contract with the Owner and is not included in this scope of work. Electrical, instrumentation, and controls submittals, RFIs, field orders, and change orders will be reviewed by SKM under this separate contract with the Owner (but coordinated through J-U-B).
6. This scope of work does not include monitoring compliance with American Iron and Steel (AIS) or Build America, Buy America (BABA) requirements. It also does not include Prevailing Wage Compliance. Additionally, this scope of work assumes CLIENT will provide all accounting for funding and submit requests for reimbursement from funding agencies, if required. It is not anticipated compliance with these programs will be required based on the current funding package.

PART 3 CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

1. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - a. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
 - b. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
 - c. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
2. Additional Services: If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the consent in writing of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:
 - a. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
 - b. Additional support beyond the assumed levels of effort noted above.
 - c. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
 - d. Extended construction schedule beyond specified amount
 - e. Additional engineering site visits, contractor coordination, failed warranty items
 - f. Additional RPR services
 - g. Unforeseen conditions requiring extensive monitoring, coordinating, or design changes.
 - h. Contract change orders that result in additional coordination with subconsultants, contractors, equipment suppliers, and/or City personnel.

- i. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
- j. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
- k. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
- l. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
- m. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.
- n. Additional mobilizations for surveying beyond specified amount.
- o. Record Surveying
- p. Public involvement services

PART 4 BASIS OF FEE AND SCHEDULE OF SERVICES

1. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - a. For Time and Materials fees:
 - i. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
3. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control. The construction schedule is anticipated to last 20 months beginning September 2026. Extension of the construction schedule (e.g. due to delays caused by the contractor and/or additional work elements incorporated into the project) beyond this assumed time may require Additional Services by Engineer.
4. Period of Services
 - a. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 - b. If the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
 - c. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

The following table summarizes the fees for the services identified in PART 2.

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
100		Project Management	\$27,900
100	110	Project Admin General	\$27,900
200		Construction Phase Services - Office Engineering	\$256,500
200	210	Executed Contract Documents and Conformed Construction Drawings	\$12,700
200	220	Overall Construction Coordination	\$36,700
200	230	Submittals, Request for Information, and Work Change Directives	\$173,000
200	240	Review Pay Requests	\$10,600
200	250	Controls Strategy Narrative Development/SCADA Coordination	\$12,500
200	260	Subconsultant Tasks	\$11,000
300		Construction Phase Services - Field Engineering	\$195,100
300	310	Construction Staking	\$10,900
300	320	Construction Progress Meetings and Engineering Site Visits	\$110,300
300	330	Equipment Testing, Start-up, and Commissioning	\$27,100
300	340	Substantial Completion and Final Walkthrough, Punchlists	\$16,800
300	350	Construction Observation / Inspections	\$30,000
400		Project Closeout	\$20,400
400	410	Record Drawings	\$15,200
400	420	Contractor-Provided O&M Manual	\$5,200

TOTAL CONSTRUCTION ADMINISTRATION FEE, ESTIMATED TIME AND MATERIALS = \$499,900

Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:
PROJECT LOCATION (STATE): Tooele, Utah
TYPE OF WORK: City
R&D: No
GROUP: Water/Wastewater
PROJECT DESCRIPTION(S):

- Wastewater Treatment (S04-T)
- Construction Management (C15)



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

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, '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.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have 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 warrants that this intent shall be carried out 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 named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes

☐ No | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
|
☒ Yes

☐ No |
2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- ☒ Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- ☐ No
- ☐ Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- ☒ No
- ☒ Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- ☐ No
- ☒ Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- ☐ No
- ☒ Yes 8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- ☐ No
- ☒ Yes 9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- ☐ No

- ☒ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
-
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
-
- ☒ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
-
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
-
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
-
- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities: J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | | |
|---|----|---|
| ☐ Yes | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | | |
| ☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☒ No | | |
| ☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☒ No | | |
| ☒ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☐ No | | |
| ☒ Yes | 5. | <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☐ No | | |
| ☐ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ No | | |
| ☒ Yes | 7. | <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ No | | |
| ☒ Yes | 8. | <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ No | | |
| ☒ Yes | 9. | <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |
| ☐ No | | |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have 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 RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the Contract Documents are needed.
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.
12. *Reports.*
- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
 - d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.
15. *Completion.*
- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.