

PROFESSIONAL SERVICES AGREEMENT

This professional Services Agreement (“**Agreement**”) is dated 5/24/2023 and is between MANNING CIVIL, LLC, an Idaho Limited Liability Company (“**Manning Civil**”) and the City of Star (“**Client**”).

The client wants to hire Manning Civil for professional engineering work and services (collectively, “**Services**”) for City Boat Ramp No-Rise Certification (the “**Project**”) to fulfill the requirements as described in the Scope of Work outlined in Schedule A. Manning Civil represents that it has the requisite qualifications, experience, and capabilities to perform the services required by the Client to a standard of care, skill, and diligence acceptable within the industry.

The following attachments are incorporated into and made part of this Agreement.

Schedule A: Scope of Work

Schedule B: Terms and Conditions

Schedule C: Change Order Request

Manning Civil and the Client, therefore, agree as follows:

1. CLIENT RESPONSIBILITIES

- 1.1 The Client shall provide Manning Civil with complete information as to the Client’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws that the Client or others will require to be included in the drawings and specifications upon which Manning Civil can rely for completeness and accuracy.
- 1.2 The Client shall furnish to Manning Civil all data, documents, and other items in the Client’s possession, or the Client shall obtain, without limitation, all of which Manning Civil determines to be necessary and shall rely upon in performing the Services under this Agreement.
- 1.3 The Client acknowledges that in soil investigation work and determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.
- 1.4 The Client shall obtain, arrange, and pay for all advertisements for bids, permits, licenses, and similar fees and charges required by authorities, and shall furnish, if reasonably required for the Project, a land survey of the site, prepared by a registered land surveyor, easements, rights-of-way, restrictions, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and data pertaining to the existing buildings, other improvements, and trees; and information concerning the location of service and utility lines, both public and private, above and below grade, including inverts and depths as indicated by available records, and any access necessary for Manning Civil’s Services.
- 1.5 Manning Civil is not required to provide the Client with an opinion or advice on the data, documents, and other items provided by the Client. If the Client wants or needs an opinion or advice on the data, documents, or other items it provides to Manning Civil for any purpose, the Client may, at its expense, seek the opinion or advice of another professional.
- 1.6 The Client shall furnish information or services described in this Agreement to the extent that Manning Civil reasonably requires such information or services to perform Services under this Agreement.

2. PROJECT REPRESENTATIVES

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



PROFESSIONAL SERVICES AGREEMENT

For the CLIENT:

Name	Ryan Morgan, P.E.	Telephone	208-440-1534
Address	10769 W State St Star, ID 83669	E-mail	RMorgan@staridaho.org
Special limitations:			

For MANNING CIVIL:

Name	Ron Manning, MS. PE. CFM	Telephone	208-559-0632
Address	2976 E. State St Ste 120-435 Eagle, ID 83616	E-mail	Ron.Manning@ManningCivil.com
Special limitations:			

If any changes are made to the authorized representatives or other information listed above, the Client and Manning Civil agree to furnish each other with timely, written notice of such changes.

3. SERVICES TO BE PERFORMED BY MANNING CIVIL (“Services”)

3.1 Manning Civil shall perform Services as described in Schedule A. Manning Civil assumes no responsibility to perform work not specifically listed as Services or described in Schedule A.

4. SCHEDULE OF SERVICES TO BE PERFORMED

- 4.1 The schedule of Manning Civil’s performance of the Services shall be stated in Schedule A.
- 4.2 This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by the Client or for delays or other causes beyond Manning Civil’s control.

5. PAYMENTS TO MANNING CIVIL

5.1 The Client shall pay Manning Civil for its Services and reimbursable expenses at the values described below. These fees are subject to adjustment on an annual basis. These rates include overhead & profit.

TITLE	RATE
Principal/Project Manager	\$175 per hour
Professional Engineer	\$110 per hour
Clerical	\$80 per hour
REIMBURSABLE EXPENSES	
Vehicle – Company	IRS Allowable Rate
Subconsultants	Actual Cost + 15%

5.2 Outside work which is not directly performed by Manning Civil is defined as “**Additional Services.**” The Client shall pay Manning Civil for all Additional Services at actual cost plus a 15% service charge to cover overhead and administration. Any sales tax or other tax on the Services or Additional Services rendered under this Agreement shall be paid by the Client. Resetting of survey or construction stakes shall constitute Additional Services. The hiring of subconsultants shall constitute Additional Services.

5.3 Manning Civil’s fees are estimates to perform the Services required to complete the Project as Manning Civil understands it to be defined. For projects involving conceptual or process development services, activities often are not fully definable in the initial planning. The Project’s progression may change the Services. Manning Civil will inform the Client in writing about a change in Services to adjust the Schedule of Services to be Performed. If the Client and Manning Civil agree to change the Services, Additional Services, or suspension of Services, in writing, a result will be reflected in an increase or decrease in the cost of or time required for performance of the Services, and the Agreement modified accordingly.

5.4 The Client must ensure all outstanding invoices are settled prior to the release of stamped deliverables.

PROFESSIONAL SERVICES AGREEMENT

6. NOTICE TO PROCEED AND ACCEPTANCE

6.1 A written notice to proceed signed by Client, or signing of this Agreement, constitutes acceptance of the Agreement in full, including the terms of all exhibits or schedules.

7. SIGNATURES

7.1 The parties are signing this Agreement on the date stated in the introductory clause.

CLIENT:

City of Star
10769 W State St
Star, ID 83669

BY (signature)

NAME / TITLE

MANNING CIVIL:

2976 E State St. Ste 120-435
Eagle, ID 83616



BY (signature)

Ron Manning / Principal Engineer
NAME / TITLE



SCHEDULE A SCOPE OF WORK

PROJECT DESCRIPTION

The City of Star (Client) is proposing to construct a boat ramp on the Lower Boise River near Hwy 16 in Star, Idaho. The ramp will be a minimum of 12-ft wide and provide public access to the Boise River. The proposed work is located within the regulatory floodway. The City of Star floodplain development ordinance requires a no-rise certification for all proposed work in the regulatory floodway. The following scope outlines the work necessary to prepare and submit a no-rise certification to the City of Star to satisfy their floodplain development requirements.



Figure 1. Vicinity Map

SCOPE OF WORK

TASK 1 - HYDRAULIC MODEL

Hydraulic analysis is required for a no-rise certification. We anticipate using FEMA's effective 1-D hydraulic model to simulate the proposed conditions to ensure the proposed project does not cause a rise in the floodplain. We will review all relevant map revisions and amendments to ensure the effective model contains the latest information and coordinate with the Client to obtain the final grading plan for the proposed project. The Client shall provide a detailed site plan showing the desired layout, grading, and dimensions of the site indicating the extent of cut and/or fill. The Client shall also provide a finished grade surface in digital format (geotiff) which covers the entire project site. No existing conditions surveying is anticipated. Manning Civil will incorporate the Client's information into the hydraulic model and determine if a no-rise can be obtained.

We anticipate developing 4 plans (duplicate effective, corrected effective, pre-project, and post-project) which are required for the no-rise certification.

Materials furnished by the Client for this task include:

1. A plan sheet of the project layout with topography, dimensions, and elevations of existing and proposed conditions.
2. Digital surface file (geotiff format) of existing conditions in Idaho State Plane (West) GRID US Foot coordinate reference system.

DELIVERABLES

Hydraulic model files

ASSUMPTIONS

A no-rise condition can be obtained with the proposed plan and will only require 1 iteration. Incorporating redesigns into the hydraulic model will take additional effort and budget.



SCHEDULE A
SCOPE OF WORK

TASK 2 - NO-RISE CERTIFICATION

Upon obtaining a no-rise result in the hydraulic model, Manning Civil will draft a summary of the analysis and no-rise certification according to City of Star floodplain permitting requirements. This scope assumes one iteration of analysis and submission with minor comment response from the City of Star. In the event substantial changes are requested by the City, we will discuss how this change may affect project schedule and budget.

DELIVERABLES

No-Rise Certification (~5 pages)

NOT INCLUDED IN SCOPE OF WORK

- Survey
- Wetland/environmental permitting
- Permitting fees
- Stream alteration permitting

SCHEDULE

We anticipate needing approximately 6 weeks from receipt of all necessary information from the Client to deliver the no-rise certification. This schedule may be subject to change based on coordination with the Client. Manning Civil will try to ensure the schedule is kept to a minimum.

BUDGET

The above-described services will be performed by Manning Civil on a ***Time & Materials*** basis with an expected Budget of ***\$7,000***. Prior to expending the initial budget, a request for additional budget will be made in writing, if necessary. Invoices will be submitted monthly showing the work completed and budget remaining.



SCHEDULE B TERMS AND CONDITIONS

1. GENERAL

1.1 Manning Civil shall provide for the Client the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **MANNING CIVIL MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, ON BEHALF OF ITSELF OR OTHERS.** The Client acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations, and Manning Civil is therefore only responsible for using its reasonable professional efforts and judgment to interpret such requirements.

1.2 Manning Civil shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow Manning Civil's recommendations; the means, methods, techniques, sequences, or procedures of construction; safety programs and precautions selected by third parties; compliance by the Client or third parties with laws, rules, regulations, ordinances, codes, orders, or authority; and any contact or action of the Client or others with third parties. The Client, therefore, shall indemnify Manning Civil from the actions and omissions of the Client and third parties involved in the Project.

1.3 Manning Civil shall not be required to sign any documents, no matter by whom requested, that would result in Manning Civil's having to certify, guarantee, or warrant the existence of conditions Manning Civil cannot ascertain. The Client also agrees not to make resolution of any dispute or payment of any amount in any way contingent upon Manning Civil signing any such certification.

2. INSURANCE

2.1 Manning Civil shall procure and maintain, at its expense, workers' compensation insurance as required by statute; employer's liability insurance of \$250,000; automobile liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; commercial general liability insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate limit for personal injury and property damage. Manning Civil's commercial general liability and automobile liability policies include blanket endorsements for additional insureds but only when required by contract.

3. CONSTRUCTION PHASE SERVICES

3.1 It is acknowledged and agreed that neither the professional activities of Manning Civil nor the presence of Manning Civil at the Project site shall give Manning Civil control over contractor(s) work; nor shall Manning Civil 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, Manning Civil 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. Manning Civil shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Manning Civil beyond those set forth in this agreement.

3.2 The Client agrees that the general contractor shall be solely responsible for jobsite safety, and the Client warrants that this intent shall

be carried out in the Client's contract with the general contractor. The Client acknowledges that the Client, Manning Civil, and Manning Civil's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety, and the Client, Manning Civil, and Manning Civil's subconsultants shall be made additional insureds under the general contractor's policies of general liability insurance.

4. RIGHT OF ENTRY

4.1 The Client shall provide for Manning Civil's right to enter the property owned by the Client and others in order for Manning Civil to fulfill the Services to be performed hereunder. The Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The Client agrees, to the fullest extent permitted by law, to indemnify Manning Civil, officers, employees, successors, partners, heirs, and assigns (collectively, Manning Civil) against any damages, liabilities, or costs, including reasonable legal fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project and/or Services.

5. GOVERNMENTAL AGENCY APPROVAL

5.1 If provided for in Services, Manning Civil shall submit the required documents for the Project to any local, state, or federal municipal agency ("**Approving Agency**") for the appropriate reviews and approvals. Construction shall not begin on the Project prior to receipt of the Approving Agency's written approval of the reports, plans, and specifications for the Project. Manning Civil or Manning Civil's agent, representatives, or employees shall report to the Approving Agency any construction on the Project that begins prior to receipt of the appropriate approvals. Manning Civil shall not be responsible for any Project delay caused by an Approving Agency or for the Client beginning the Project before receipt of any necessary written approval.

6. WATER SOURCE

6.1 Manning Civil makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this agreement. The Client acknowledges that Manning Civil's responsibility under this agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

7. OPINIONS OF COST

7.1 Since Manning Civil has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Manning Civil's opinions of probable total Project costs and construction, if any, are to be made on the basis of Manning Civil's experience and qualifications, and represent Manning Civil's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but Manning Civil cannot and does not guarantee that proposals, bids, or actual total project or construction costs will not vary from opinions of probable cost prepared by Manning Civil. If the Client wishes assurance as to total project or construction costs, the Client shall employ an independent cost estimator. Manning Civil's services to modify the Project to bring the construction costs within any limitation established by the Client will be considered Additional Services and paid for as such by the Client.

SCHEDULE B TERMS AND CONDITIONS

8. BILLING AND PAYMENT

8.1 Manning Civil shall submit to the Client monthly statements for Services rendered and expenses incurred. The Client shall make prompt monthly payments. If the Client fails to make any payment in full within thirty (30) days after receipt of Manning Civil's statement, the amounts due Manning Civil will accrue interest at the rate of 1.5% per month from said thirty-first (31st) day.

8.2 If the Client disputes an incurred expense in Manning Civil's statement for lack of supporting documentation, the Client shall provide written notice of disputed expense to Manning Civil within seven (7) business days. The Client shall pay the submitted statement, not including the disputed expense. Upon the Client receiving supporting documentation of disputed expense, Manning Civil will include the disputed expense on a subsequent, regularly scheduled statement, or on a special statement for the disputed expense only.

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

9. REUSE OF DOCUMENTS

9.1 All printed materials, any digital media, or other communication or information formats ("Documents") that may be prepared or furnished by Manning Civil pursuant to this agreement are instruments of service with respect to the Project and shall remain the property of Manning Civil whether or not the Project is completed. Although the Client may make and retain copies of Documents for information and reference in connection with use on the Project by the Client, Manning Civil shall retain all common law, statutory, and other reserved rights, including the copyright thereto, and the same shall not be reused without Manning Civil's written consent. Any reuse without written consent by Manning Civil, or without verification or adoption by Manning Civil for the specific purpose intended by the reuse, will be at the Client's sole risk and without liability or legal exposure to Manning Civil. The Client shall indemnify Manning Civil from any claims, damages, losses, and expenses arising out of or resulting from such reuse, including legal fees and expenses. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by Manning Civil to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.2 The Client may rely upon Documents, limited to the printed copies (also known as hard copies) that are signed or sealed by Manning Civil, as instruments of service under this agreement.

10. RISK ALLOCATION

10.1 The Client is aware of the risks, rewards, and benefits of the Project and Manning Civil's basis of fee for services. The risks are hereby allocated such that the Client agrees that, to the fullest extent permitted by law, the total combined liability of Manning Civil, its officers, employees, successors, partners, heirs, and assigns to the Client, for professional errors

or omissions, directly or through third parties for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this agreement from any cause shall be the lesser amount of Manning Civil's fees paid on this agreement or Manning Civil's available limits of insurance. Such causes include but are not limited to Manning Civil's negligence, errors, omissions, strict liability, and breach of this agreement. In no event shall Manning Civil be liable for any incidental, indirect, or consequential damages.

10.2 Limitation on damages includes damages arising directly or indirectly from any delays for causes beyond Manning Civil's reasonable control. For purposes of this agreement, such causes include but are not limited to strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous waste or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by Manning Civil to perform its services in an orderly and efficient manner, Manning Civil shall be entitled to an equitable adjustment in schedule and compensation. In no event shall Manning Civil be liable for loss of profits, otherwise known as economic loss, due to delay for causes beyond Manning Civil's control.

10.3 Manning Civil shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. The Client agrees to indemnify Manning Civil, its consultants, representatives, agents, and employees from any and all liability, other than that caused by the negligent acts, errors, or omissions of Manning Civil, arising out of or resulting from the same.

11. HAZARDOUS WASTE

11.1 The Client represents to Manning Civil that no hazardous materials or hazardous waste are present at the Project, or the Client represents that it disclosed to Manning Civil the existence of all such hazardous materials or hazardous waste on, about, or adjacent to the Project, including type, quantity, and location of such hazardous materials or hazardous waste as identified in Section 3.2.

11.2 Manning Civil's Services and Additional Services do not include services related in any way to hazardous materials or hazardous waste, which includes but is not limited to, "arranger," "operator," "generator," or "transporter" of hazardous waste, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). In the event Manning Civil or Manning Civil's representative, agent, or employee is knowledgeable about undisclosed hazardous materials or hazardous waste on, about or adjacent to the Project, Manning Civil shall notify the Client and, to the extent required by law or regulation, the appropriate governmental officials.

11.3 Manning Civil may, at its option and without liability for delay, consequential or any other damages to the Client, suspend performance of Services on the portion of the Project affected by hazardous materials or hazardous waste until the Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials or hazardous waste; and (ii) warrants that the Project is in full compliance with all applicable laws and regulations.

11.4 Manning Civil's may terminate this agreement if the existence of hazardous materials or hazardous waste on, about, or adjacent to the Project, inhibits Manning Civil from performing the Services in this

SCHEDULE B
TERMS AND CONDITIONS

agreement. Manning Civil shall provide the Client thirty (30) days' written notice of Manning Civil's termination of this agreement.

11.5 The Client agrees, notwithstanding any other provision of this agreement, to the fullest extent permitted by law, to indemnify Manning Civil, its officers, employees, successors, partners, heirs, and assigns (collectively, Manning Civil) from and against any and all claims, suits, demands, liabilities, losses, damages, or costs, including reasonable legal fees and defense costs, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous materials or hazardous waste products or materials that exist on, about, or adjacent to the Project site, regardless of whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, or any other cause of action, except for the sole negligence or willful misconduct of Manning Civil.

12. CHANGES IN THE WORK

12.1 The Client may order additions, deletions, or other modifications to the Project through a change order (a "Change Order") by submitting a written change order request to Manning Civil ("Change Order Request") in a form like the sample provide in Schedule D. Upon receipt of a duly authorized Change Order Request, Manning Civil shall perform any extra work, make any substitutions in the work, or omit any portion of the required work.

13. TERMINATION

13.1 Manning Civil's obligation to provide further Services under the agreement may be terminated by either party upon thirty (30) days' written notice of termination with explanation. If either party terminates this agreement, the Client shall pay Manning Civil for Services and Additional Services rendered and for incurred expenses. If the agreement is terminated by the Client for reasons other than Manning Civil's material breach of this agreement or is terminated by Manning Civil for the Client's material breach of this agreement, Manning Civil shall be paid, in addition to any other remedies at law or equity, an allowance as determined by Manning Civil, including but not limited to the cost and expense Manning Civil incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

14. MEDIATION BEFORE LITIGATION

14.1 In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and Manning Civil agree that all disputes between them arising out of or relating to this agreement, the Project, or the Services, except for the payment of Manning Civil's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The Client further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

15. LEGAL FEES

15.1 The prevailing party in any litigation or other proceeding brought to enforce the terms of this agreement shall be entitled to receive from the non-prevailing party its attorneys' fees, paralegals' fees, and litigation-related costs if ordered by a court or otherwise required by law.

16. LITIGATION SUPPORT

16.1 If Manning Civil is required to respond to a subpoena, government inquiry, or other legal process related to the Project and/or Services with the Client in connection with a legal or dispute resolution proceeding to which Manning Civil is not a party, the Client shall reimburse Manning Civil for reasonable costs in responding and compensate Manning Civil at its then standard rates for time incurred in gathering information and documents and preparation for attending depositions, meetings, hearings, and trial. Time spent preparing for and giving expert testimony shall be reimbursed at the standard expert witness hourly rate at the time of the required litigation support.

17. SURVIVAL

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

18. SEVERABILITY

18.1 In the event that any of the provisions of this agreement are held to be invalid or unenforceable, in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

19. SUCCESSORS AND ASSIGNS

19.1 The Client and Manning Civil and their partners, successors to this agreement, executors, administrators, and legal representatives of such other party, are hereby bound in respect to all the covenants, agreements, and obligations of this agreement. Neither the Client nor Manning Civil may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due to may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

19.2 Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Manning Civil. Manning Civil's Services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Manning Civil because of this agreement or the performance or nonperformance of Services hereunder. In the event of such third-party claim, the Client agrees to indemnify Manning Civil from the same. The Client agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors, and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third-party beneficiaries.

20. SCOPE OF AGREEMENT; ENTIRE AGREEMENT; AMENDMENTS

20.1 This agreement and any exhibits or schedules that are part of this agreement, constitute the entire understanding of the parties relating to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. This agreement cannot be amended or changed except in writing, signed by all parties.

21. CONTROLLING LAW, JURISDICTION, AND VENUE

21.1 This agreement shall be governed by and construed in accordance with Idaho law and Idaho law governs all adversarial proceedings brought by one party against the other party arising out of this agreement. Venue shall be proper in Ada County, where Manning Civil performs its professional Services.

SCHEDULE C
CHANGE ORDER REQUEST

FROM: _____ TO: Manning Civil

Change Order No.: _____
Previous Change Order Nos.: _____

The following changes are to be made in the agreement between Client and Manning Civil:

[DESCRIBE CHANGE REQUEST]

This change will result in an [INCREASE OR DECREASE] in the amount of payment to Manning Civil.

This change will [INCREASE OR DECREASE] the time for completion by [# DAYS].

The completion date for the Services is [not extended/extended to [DATE]].

CLIENT:

MANNING CIVIL:

BY (signature)

BY (signature)

NAME / TITLE

Ron Manning / Principal Engineer
NAME / TITLE

