



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

J-U-B Project No.: 60-23-011  
J-U-B Project Manager: Jestin Hurst

This Agreement entered into and effective this 15 day of August 2023, between Board of Control for Triangle Irrigation District and Wood River Irrigation District #45 (BOC), hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: Big Wood River Diversion Dam Rehabilitation Engineering Services hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

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

### CLIENT INFORMATION AND RESPONSIBILITIES

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

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

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

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

### PROJECT REPRESENTATIVES

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

#### For the CLIENT:

1.	Name	<u>John Wright</u>	Work telephone	<u>775-934-6200</u>
	Address	<u>661 Gannett Rd.</u>	Home/cell phone	<u>775-934-6200</u>
		<u>Gannett, ID 83313</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>jandmw@icloud.com</u>

#### For J-U-B:

1.	Name	<u>Jestin Hurst</u>	Work telephone	<u>208-932-4486</u>
	Address	<u>400 Memorial Drive</u>	Cell phone	<u>208-360-7698</u>
		<u>Idaho Falls, ID 83402</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>jhurst@jub.com</u>

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

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

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

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

File Folder Title: 60-23-011 Big Wood Diversion Dam Rehab-011  
Remarks: N/A

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

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

**CLIENT:**  
**BOC**  
\_\_\_\_\_  
NAME  
**661 Gannett Rd.**  
\_\_\_\_\_  
STREET  
**Gannett, ID 83313**  
\_\_\_\_\_  
CITY / STATE / ZIP CODE  
*Sarah Gardner*  
\_\_\_\_\_  
BY (Signature)  
**Sarah Gardner**  
\_\_\_\_\_  
NAME / TITLE  
*John M. Wright*  
\_\_\_\_\_  
BY (Signature)  
**John M. Wright Project Mgr**  
\_\_\_\_\_  
ADDITIONAL NAME / TITLE

**J-U-B ENGINEERS, Inc.:**  
**2114 Village Park Ave Ste 100,**  
\_\_\_\_\_  
STREET  
**Twin Falls, ID 83301**  
\_\_\_\_\_  
CITY / STATE / ZIP CODE  
\_\_\_\_\_  
BY (Signature)  
**Mark Holtzen, P.E., Area Manager**  
\_\_\_\_\_  
NAME / TITLE  
*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*  
 **Attachment 1** – Scope of Services, Schedule, and Basis of Fee  
 **Attachment 2** – Special Provisions  
 **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT