

**PROFESSIONAL ENGINEERING, LAND SURVEYING, ARCHITECTURE AND
LANDSCAPE ARCHITECTURE SERVICES CONTRACT**

THIS CONTRACT for Consultant services is between Clark Regional Wastewater District (“District”) and _____ (“Consultant”).

1. Scope of Consultant Services. Consultant shall perform the services described in the scope of work attached as Attachment A. If specified in Attachment A, the services shall be performed pursuant to task assignments issued by District.

2. Compensation and Payment.

a. District shall pay Consultant for the services as indicated below (check one):

_____ Fixed fee, including all services, costs, and taxes, in the amount of \$_____; or

_____ Time and materials based on the rates described in Attachment B, not to exceed \$_____ or

_____ Other, an amount not to exceed \$_____. See Attachment B.

b. Consultant shall submit a detailed monthly billing for all services in a format reasonably satisfactory to District, which format shall include, at a minimum, total authorized contract amount, breakdown of costs including position and hourly rate by task, charges and costs to date by task, and current billing amount. District shall pay the invoices within thirty (30) days of receipt, except as to any disputed amounts.

3. Schedule of Work. Consultant shall commence services upon receipt of notice from District to do so, and shall (check one):

_____ Complete the services by _____; or

_____ Perform the services in accordance with the schedule on Attachment C.

4. Subcontractors. Consultant shall not subcontract or assign any portion of the services covered by this contract without prior written approval of District.

5. Changes. District may, from time to time, authorize in writing changes or modifications in the scope of services to be performed under this contract. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this contract, or pursuant to terms and conditions mutually agreed to by the parties. District shall compensate Consultant only for services performed or costs incurred that are within the scope of services authorized by this contract, or any modifications to the contract in accordance with this section.

6. Insurance. Consultant shall maintain throughout the performance of this contract the following types and amounts of insurance:

a. Comprehensive vehicle liability covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of One Million Dollars (\$1,000,000).

- b. Commercial General Liability Insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.

Coverage shall include, but not be limited to: blanket contractual, products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

- c. Professional liability insurance (Errors and Omissions insurance) with limits no less than One Million Dollars (\$1,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by District, except as respects losses attributable to the sole negligence of District. The Consultant shall give District 30 days prior written notice of any cancellation or suspension of or material change in coverage.

District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of Consultant, and a copy of the endorsement naming District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to District a Certificate of Insurance evidencing the insurance described above. District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to District. Any payment of deductible or self-insured retention shall be the sole responsibility of Consultant.

7. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its officers, officials, employees, and agents, from any and all damages, claims, demands, suits, actions, costs, fines, penalties and liability of any kind, including attorneys' fees (collectively referred to as "Damages"), arising in whole or in part from any negligent acts, errors or omissions of Consultant, its contractors, officers, officials, employees, and agents, in the performance of this Contract. However, if any Damages are caused by or result from the concurrent negligence of Consultant, its contractors, officers, officials, employees, and agents, and the District, its officers, officials, employees, or agents, Consultant's liability shall be only to the extent of Consultant's negligence. The foregoing indemnity is specifically and expressly intended to constitute Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated. The provisions of this section shall survive the expiration or termination of this Contract.

8. Ownership and Use of Documents. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Consultant in connection with the services rendered under this contract ("Documents"), whether finished or not, shall be the property of District. Upon request, Consultant shall forward Documents to District in hard copy and in digital format that is compatible with District's computer software programs. If District uses the Documents for purposes other than those intended in this contract, without written permission of Consultant, District shall do so at its sole risk.

9. Termination. This contract may be terminated by either party upon fifteen (15) days written notice if the other party fails to substantially perform in accordance with the contract.

10. Dispute Resolution.

- a. Mediation. If any dispute, controversy, or claim arises out of or relates to this contract, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.
- b. Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation with venue in Clark County. The laws of the State of Washington shall govern this contract.

11. Effective Date. The effective date of this contract shall be the date that the contract is signed by an authorized representative of District.

12. Independent Contractor. Consultant is and shall be at all times during the term of this contract an independent contractor.

13. Compliance with Laws. Consultant shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the services to be performed under this contract.

CLARK REGIONAL WASTEWATER DISTRICT

(Consultant)

By: _____

By: _____

Typed Name: John M. Peterson

Typed Name: _____

Its: General Manager

Its: _____

Address: 8000 NE 52 Court

Address: _____

PO Box 8979

Vancouver, WA 98668-8979

Telephone: 360.750.5876

Telephone: _____

Fax: 360.750.7570

Fax: _____

Date: _____

Date: _____