

**FORT VANCOUVER REGIONAL LIBRARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Contract"), effective _____, is between the Fort Vancouver Regional Library District ("Owner"), with an address of 1007 East Mill Plain Blvd., Vancouver, WA 98663 and _____, ("Consultant"), an _____ with an address of _____, for certain professional services related to the _____ (the "Project") located at _____.

In consideration of the mutual covenants, stipulations and agreements, the parties agree as follows:

SECTION 1. DESCRIPTION AND STANDARD OF SERVICES

- 1.1 Consultant will perform for the Project the services described in the document attached hereto as Exhibit A, together with all other services necessary or incidental to perform services in a manner satisfactory to Owner ("Services"). The Services will include any services performed by Consultant on the Project prior to the date hereof.
- 1.2 Other than as described in Exhibit A, Consultant will not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities ("Subconsultants") to perform the Services without the prior written approval of Owner. Consultant will be responsible for all acts and omissions of the Subconsultants.
- 1.3 Consultant warrants that it and the Subconsultants are fully licensed, registered or otherwise authorized to perform the Services in the jurisdiction where the Project is located to the extent applicable law requires such licensure, registration or authorization.
- 1.4 Consultant will coordinate the Services with the services of other architects, engineers, consultants and contractors working on the Project.
- 1.5 Consultant and the Subconsultants will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing when performing similar services for projects similar to the Project in the jurisdiction where the Project is located ("Professional Standard"). Consultant will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.
- 1.6 Consultant and the Subconsultants will comply with all applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders.
- 1.7 During the performance of this Contract, Consultant will follow any reasonable Owner policies and procedures regarding performance of services or work on the Project, and Consultant will cause all Subconsultants to comply with these policies and procedures. But nothing in this Section requires Owner to develop policies and procedures or to provide policies and procedures to Consultant.
- 1.8 Owner's review, approval, acceptance, use, or payment for all or any part of the Services hereunder will in no way alter the Consultant's obligations or Owner's rights hereunder, and will not excuse or diminish Consultant's responsibility for performing all Services consistent with this Contract.
- 1.9 If Consultant's proposal is incorporated herein, any conflicts between the proposal and this Contract will be resolved in favor of this Contract. Any limitations of liability, waivers of damages, or disclaimers of warranty or liability contained in Consultant's proposal will not apply to the Project or this Contract.

SECTION 2. COMPENSATION

- 2.1 As full consideration for performance of the Services, Owner will pay Consultant based on the rates described in Exhibit B, up to a maximum amount payable under this Contract of \$_____ plus reimbursable expenditures. Consultant will not be entitled to compensation in excess of such amount for any services performed on the Project without the prior written directive or approval of such services by Owner.

Consultant will not perform any additional services on the Project for which the Consultant will seek additional compensation without notifying Owner in writing in advance that Consultant considers the same to be additional services and stating the additional compensation Consultant intends to seek for such performance. Owner may direct Consultant to perform particular services without waiving the right to assert that such services were included in the Services under this Contract. Owner also may direct Consultant to perform particular services which both parties agree are additional services but as to which there is no agreement regarding the additional compensation to be paid for the additional services, in which case Consultant will proceed to perform the services and the compensation paid for the additional services will be determined either by a future agreement of the parties or in accordance with Section 15.

- 2.2 If applicable, payments for reimbursable expenses are set forth and identified in Exhibit B. Consultant will not be entitled to reimbursement of any expenses other than those stated in Exhibit B, and Consultant's reimbursement for reimbursable expenses will be limited to the amount stated in Exhibit B unless otherwise approved in writing in advance by Owner.
- 2.3 Payments under this Contract will be due thirty (30) days after Owner's approval of monthly invoices. Owner may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by Owner to the extent caused by Consultant. For anticipated damages, backcharges or claims, Owner may withhold up to one hundred fifty percent (150%) of the amount anticipated. As a condition precedent to final payment, Consultant will deliver to the Owner waivers and releases signed by Consultant and each of the Subconsultants, using the forms provided in Exhibit C.

SECTION 3. SCHEDULE

- 3.1 Consultant will perform and complete the Services, and will deliver any identified deliverables in accordance with the schedule described in Exhibit D. Time is of the essence for this Contract.

SECTION 4. RECORDS/OWNERSHIP AND USE OF DOCUMENTS

- 4.1 Consultant will maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. Consultant will grant Owner and its duly authorized representatives access at all reasonable times to all such records and all other books, documents, papers, drawings, and writings of Consultant or the Subconsultants that refer or relate in any way to this Contract. All such records, books, documents, papers, drawings, and writings will be retained by Consultant and kept accessible for a minimum of ten years following final payment or termination of this Contract. Consultant will include a provision consistent with this Section 4.1 in its contracts with the Subconsultants.
- 4.2 All drawings, specifications, and other work product of Consultant that result from this Contract ("Work Product") will be provided to Owner upon request and will be considered the exclusive property of Owner. If any of the Work Product contains intellectual property of the Consultant or the Subconsultants that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants Owner a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for the benefit of Owner, all such Work Product. Consultant will include a provision consistent with this Section 4.2 in its contracts with Subconsultants.

SECTION 5. INDEMNIFICATION

- 5.1 To the fullest extent permitted by law, and subject to the Special Washington Indemnity Addendum attached hereto and incorporated herein as Exhibit E, Consultant will indemnify, hold harmless, reimburse and defend Owner, and its respective affiliates, owners, members, partners, officers, directors, commissioners, agents, employees, assigns, predecessors and successors (collectively, "Indemnitees"), from, for and against suits, actions, awards, penalties, liabilities, claims, judgments, economic and noneconomic damages, injuries, losses and expenses, whether actual or merely alleged and whether directly incurred or from a third party, including but not limited to attorneys' and expert witnesses' fees and related costs, disbursements and expenses, arising out of or resulting from performance of the Services, but only to the extent caused by or resulting from (i) the negligent or other wrongful acts or omissions of the Consultant, a Subconsultant, anyone directly or indirectly employed by them or anyone for whose acts or omissions they are responsible or (ii) the failure of any such

person or entity to perform as required by this Contract. Consultant's obligations under this Section will apply regardless of whether or not such suit, action, award, penalty, liability, claim, judgment, damage, injury, loss or expense is caused in part by a party indemnified thereunder. Such obligations will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. The obligations of this Section 5.1 will not be limited to suits, actions, awards, penalties, liabilities, claims, judgments damages, injuries, losses and expenses arising from third party claims. Consultant will require each Subconsultant to provide an indemnity, enforceable by and for the benefit of the Indemnitees, to the same extent required of Consultant in this Section.

SECTION 6. PREVAILING WAGE

The Prevailing Wages on Public Works Act (Chapter 39.12 RCW) requires that employees of government contractors be paid prevailing wages for all public work. Agencies awarding public work contracts include state agencies, counties, municipalities and all political subdivisions of the state, of which Fort Vancouver Regional Library District is included. Legal mandates of the Prevailing Wages on Public Works Act will be obeyed.

6.1 RCW Chapter 39.12 Sections:

39.12.010	Definitions
39.12.015	Industrial statistician to make determinations of prevailing rate
39.12.020	Prevailing rate to be paid on public works and under public building service maintenance contracts—Posting of statement of intent—Exception
39.12.021	Prevailing rate to be paid on public works—Apprentice workers
39.12.022	Vocationally handicapped—Exemption from RCW 39.12.020 —Procedure
39.12.026	Surveys—Applicability by county—Electronic option
39.12.030	Contract specifications must state minimum hourly rate—Stipulation for payment—Residential and commercial construction work
39.12.040	Statement of intent to pay prevailing wages, affidavit of wages paid—Alternative procedure
39.12.042	Compliance with RCW 39.12.040 —Liability of public agencies to workers, laborers, or mechanics
39.12.050	False statement or failure to file—Penalty—Unpaid wages lien against bond and retainage—Prohibitions on bidding on future contracts—Hearing
39.12.055	Prohibitions on bidding on future contracts
39.12.060	Director of labor and industries to arbitrate disputes
39.12.065	Investigation of complaints—Hearing—Remedies—Penalties
39.12.070	Fees authorized for approvals, certifications, and arbitrations
39.12.080	Public works administration account
39.12.100	Independent contractors—Criteria
39.12.110	Failure to provide or allow inspection of records
39.12.900	Severability—1945 c 63

- 6.2** Consultant and/or contractor shall agree that all laborers or workers employed by the consultant, contractor, subconsultant or subcontractor shall be paid no less than the prevailing rate of wage in accordance with the provisions of RCW 39.12 and all such rules and regulations as may be promulgated by the Washington Department of Labor and Industries.
- 6.3** Consultant and/or contractor shall pay any required fees charged by the Department of Labor and Industries for filing or processing prevailing wage forms. Information can be found at www.lni.wa.gov.
- 6.4** Consultant and/or contractor shall file a Statement of Intent to Pay Prevailing wage the beginning of the first month of the agreement and shall file an Affidavit of Wages Paid at the end of the last month of the agreement.
- 6.5** Consultant and/or contractor will supply the Owner an Affidavit of Wages Paid that has been certified by the Labor & Industries Statistician before final payment will be released.

SECTION 7. INSURANCE

- 7.1** Consultant and the Subconsultants will comply with the terms of Exhibit F.

SECTION 8. ASSIGNMENT

- 8.1** Consultant will not assign or transfer any of its interest in this Contract, in whole or in part, without the prior written consent of Owner. Owner may assign this Contract and any rights relating to this Contract (including but not limited to its right to assert claims and defenses against Consultant) at Owner's discretion.
- 8.2** The provisions of this Contract will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 9. INDEPENDENT CONTRACTOR; SAFETY

- 9.1** Consultant will perform the Services as an independent contractor and employing unit. Although Consultant will perform the Services for the benefit of Owner, and although Owner reserves the right to determine the schedule for the Services and to evaluate the quality of the completed performance, Owner does not control the means or methods of Consultant's performance. Consultant is solely responsible for determining the appropriate means and methods of performing the Services, and Consultant's liability therefor will not be diminished by any review, approval, acceptance, use or payment for the same by Owner or any other party.
- 9.2** Consultant will be responsible for remittance of all federal, state and local taxes applicable to any compensation or payments paid to Consultant under this Contract.
- 9.3** Consultant agrees to immediately provide Owner notice of any claim made against Consultant by any third party for acts or omissions related to, or that may impact the completion of, the Services.
- 9.4** Consultant will be responsible for the safety of its employees and those of the Subconsultants, and will take all reasonable precautions to prevent personal injury, death and property damage resulting from the Services and its acts and omissions and those of the Subconsultants under this Contract.

SECTION 10. TERMINATION OF CONTRACT; SUSPENSION OF SERVICES

- 10.1** Owner may terminate this Contract in whole or in part at any time for its convenience or for cause. For a termination for convenience, the termination will be effective upon Consultant's receipt of Owner's written notice. For a termination for cause, the termination will be effective ten (10) days after Consultant's receipt of Owner's written notice and Consultant's failure during that period to cure the default. In the event of a termination for convenience, Consultant will be paid within thirty (30) days of termination for Services satisfactorily rendered through the date of termination, minus any damages, backcharges or claims incurred or anticipated by Owner caused by Consultant. In the event of termination for cause, Consultant will be paid for Services satisfactorily rendered within thirty (30) days after Owner's damages, backcharges or claims caused by Consultant have been finally accounted and settled. If compensation under this Contract is on a lump sum basis, payment upon termination for convenience or for cause will be prorated based on percentage completion as of termination. In no event will Consultant be entitled to payment for anticipated profit or overhead on Services not performed.
- 10.2** Consultant may terminate this Contract based upon a material default of Owner so long as Consultant gives written notice to Owner providing Owner with thirty (30) days to cure the default. Nonpayment by Owner of any sum in dispute will not be considered a material default, and Consultant will continue performance of the Services to final completion pending resolution of any such dispute so long as undisputed payments are made.
- 10.3** In any circumstance in which Owner or Consultant is entitled under this Section to terminate this Contract, that party instead may suspend the performance of the Services upon written notice to the other party. In the event of such suspension, Owner will pay Consultant for Services performed prior to the suspension; but for a suspension for cause Owner may delay and adjust the amount of any such payment based on the cost of replacement performance and other damages. Upon resumption of the Services following a suspension hereunder, the amount of compensation to be paid to Consultant and the period of time for performance of the Services will be equitably adjusted. Nothing in this Section 10.3 will remove or reduce Consultant's liability for damages resulting from its performance failures, if any, prior to any suspension of the Services under this Section. Either party's exercise of its right to suspend performance of the Services under this Section 10.3 will be without effect on its rights, if any, to terminate this Contract under Sections 10.1 or 10.2.

- 10.4** Following a termination of this Contract, Consultant will wind down and cease performing the Services as quickly and efficiently as possible, without performing unnecessary services or activities, and will deliver to Owner all Work Product that is or would have been deliverable had this Contract been completed. Consultant will also assign to Owner all contracts with Subconsultants as directed by Owner. Consultant will include in its contracts with the Subconsultants provisions providing for such assignment.
- 10.5** The rights and remedies of Owner provided in this Section 10 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract. All rights and remedies of Owner will be cumulative and may be exercised successively or concurrently.

SECTION 11. FORCE MAJEURE

- 11.1** Neither Owner nor Consultant will be held responsible for delay or default to the extent caused by fire, riot, an Act of God, war, terrorist attack or other cause beyond, respectively, Owner's or Consultant's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

SECTION 12. HAZARDOUS MATERIAL AND OTHER SPECIAL CONDITIONS OR CIRCUMSTANCES

- 12.1** If Consultant or a Subconsultant is performing the Services on the Project site and becomes aware of an actual or suspected condition or circumstance at the Project site that (1) may harm property or persons (such as hazardous materials released on the Project site) or (2) could be harmed by activities at the Project site (such as an archaeological site or wetlands located on the Project site), then Consultant will immediately cease its activities and those of the Subconsultants in that vicinity of the Project site, will immediately notify Owner by the most expeditious means with prompt written confirmation, and will not resume its activities or those of the Subconsultants in that vicinity until directed by Owner to do so.

SECTION 13. PROJECT ACCESS

- 13.1** Consultant and the Subconsultants will access the Project only with prior approval of Owner.
- 13.2** Owner will have no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Consultant or the Subconsultants or their respective employees.

SECTION 14. CONFIDENTIALITY; PUBLICITY

- 14.1** Consultant agrees that it will not, without the prior and specific written approval of the Owner, divulge, disclose, communicate, publish or otherwise make available to any third parties not involved in the Project any Confidential Information nor will it use any Confidential Information on any other project or for any other purpose other than the performance of the Services. "Confidential Information" will mean all oral and written non-public, confidential or proprietary information, whether or not indicated as such, including, but not limited to, disclosures, analyses, data, studies, models, designs, drawings, plans, permits, business plans and proposals, feasibility studies, economic data, market data, concepts, trade secrets, know-how, processes and other technical or business information, land ownership and rights, and any other information related to the Project, prepared by Owner, its affiliates, or others, which contain or otherwise reflect such Confidential Information. Confidential Information will not include any information in Consultant's possession that: (i) was lawfully in the possession of Consultant prior to the date of this Contract; (ii) is or becomes available to the public other than through a violation of this Contract; (iii) is given to Consultant by a third party who has no obligation to keep such information confidential; or (iv) is approved for disclosure in writing by Owner. Consultant's obligations under this Section will continue for a period of three (3) years from the date of the last disclosure to Consultant of Confidential Information. Consultant will include a provision consistent with this Section in its contracts with the Subconsultants that binds such Subconsultants in the same way and to the same extent as Consultant is bound by this Section.

- 14.2** Consultant will not use in its external advertising, marketing programs or other promotional efforts any data, pictures, or other representations of the Project or of Owner except with the prior written authorization of Owner in each instance.

SECTION 15. CLAIMS, MEDIATION, ARBITRATION, LIENS AND ATTORNEYS' FEES

- 15.1 Notice of Claims.** Consultant will give prompt written notice to Owner of any claim, dispute or other matter in question, but in no event will Consultant give such notice later than seven (7) days after Consultant's becoming aware of the event or circumstance giving rise to the claim, dispute or matter in question.
- 15.2 Mediation; Consolidated Mediation.** Unless a party must file a demand for arbitration in order to comply with Section 15.4, any claim, dispute or other matter in question arising out of or related to this Contract will be subject to mediation as a condition precedent to arbitration. If the parties cannot agree on selection of a mediator, either party may apply to the local state court to appoint the mediator. The mediation request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation will proceed in advance of arbitration and the arbitration will be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period by agreement of the parties or court order. The parties will share the mediator's fee and any filing fees equally. Any mediation arising out of or relating to this Contract will include, by consolidation, joinder or joint filing, any other person or entity not a party to this Contract that is substantially involved in a common issue of law or fact and whose involvement in the consolidated mediation is necessary to achieve a final resolution of a matter in controversy therein. This agreement to mediate will be specifically enforceable by any court with jurisdiction thereof. Written and signed agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof. Consultant will include a provision similar to this Section 15.2 in each of its contracts with the Subconsultants.
- 15.3 Arbitration; Litigation; Consolidated Arbitration.** Any claim, dispute or other matter in question arising out of or related to this Contract will be decided before a single arbitrator by binding arbitration in the place where the Project is located. The demand for arbitration will be filed in writing with the other party to this Contract. The parties will mutually select the arbitrator and the rules applicable to the arbitration process. If the parties cannot agree on the choice of an arbitrator and/or the applicable rules, the parties will apply to the local state court to appoint the arbitrator and select the rules. The arbitrator is specifically empowered to award attorneys' fees, expert witnesses' fees and litigation costs to the extent allowed by contract or applicable laws. The arbitration may include, by consolidation or joinder or in any other manner, any additional persons or entities if (1) such persons or entities are materially involved in a common issue of law or fact in dispute and (2) such persons or entities are either contractually bound to arbitrate or otherwise consent to arbitration. If another involved person or entity will not consent to arbitration, Owner, in Owner's sole discretion, has the option to elect consolidated litigation in court by a bench trial to resolve the dispute. Each party waives its right to jury trial. However, if another involved party will not consent to a bench trial, Owner, in its sole discretion, has the option to elect a consolidated jury trial. It is understood that the purpose of this Section 15.3 is to allow Owner to determine the best means of achieving a reasonably consolidated proceeding (not necessarily a totally consolidated proceeding) that will minimize duplicative processes and minimize the risk of inconsistent results, in the following order of preference: (i) a consolidated arbitration of significant parties, if possible; (ii) alternatively, a consolidated bench trial of significant parties, if possible; or (iii) alternatively, and as a last resort, a consolidated jury trial of significant parties
- 15.4 Limitations Period.** A demand for arbitration by either party will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event will it be made after the date when institution of court litigation based on such claim, dispute or other matter in question would be barred by the applicable period of limitations. For all claims by Owner against Consultant, whether instituted in arbitration or court, the applicable period of limitations will be whichever of the following provides Owner the longest period of time in which to institute a claim: (i) the applicable statutes of limitation and repose; or (ii) six years. The six year period of limitations referenced in item (ii) of the preceding sentence will not commence to run, and any alleged cause of action will not be deemed to have accrued (whether such action is based on negligence, strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory), unless and until Owner is fully aware of all three of the following: (1) the identity of the party(ies) responsible, (2) the magnitude of the damage or injury and (3) the cause(s) of the damage or injury. To the extent they provide Owner a longer period of time in which to institute a claim against Consultant, the six year period of limitations and discovery rule provided in this

Section 15.4 apply in lieu of any otherwise applicable statute of limitations, statute of repose, or related case law.

15.5 Services to Continue. Consultant will continue performing the Services and maintain its progress during any mediation, arbitration or litigation proceedings.

15.6 Forum. The forum for resolving any and all claims, disputes or other matters in question arising out of or relating to this Contract, whether by mediation, arbitration or litigation, will be commenced and prosecuted in King County, Washington. Consultant will include a provision similar to this Section 15.6 in each of its contracts with the Subconsultants.

15.7 Attorneys' Fees. In the event of any arbitration or trial court suit or action between or involving the parties arising out of or relating this Contract or the breach thereof, to obtain an interpretation of or enforce any provision of this Contract, to rescind this Contract, or to enforce or collect any award obtained during arbitration or any judgment or decree of any court relating to this Contract, the prevailing party will be entitled to recover its attorneys' and expert witnesses' fees and related costs, disbursements and expenses incurred before and during the arbitration, at trial, on review for appeal, on appeal, on request for reconsideration and on reconsideration, regardless of when reconsideration is requested or granted, as the arbitrator(s) or court may adjudge reasonable.

15.8 Removal of Subconsultant Liens. Within ten (10) calendar days after Owner's demand, Consultant at its expense will remove from the Project and Project site any mechanics' or design professionals' lien filed by a Subconsultant of Consultant or any other person or entity claiming an amount due for labor, services, materials or equipment furnished for the Project. Consultant will remove such lien by payment, settlement or lien release bond pursuant to applicable law. If Consultant fails or refuses to perform its obligations under this Section 15.8, Owner may do so at Consultant's expense. This Section 15.8 will not apply to the extent a lien claim was filed due to Owner's failure to pay amounts due under this Contract.

SECTION 16. WAIVER

16.1 The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision of this Contract.

SECTION 17. NOTICES

17.1 Any notice or other communication regarding this Contract will be served in one of the following manners: (1) personal delivery, (2) facsimile transmission or (3) delivery by courier or messenger service that maintains records of its deliveries.

SECTION 18. GOVERNING LAW

18.1 The laws of the state of Washington will govern this Contract.

SECTION 19. SEVERABILITY

19.1 Owner and Consultant agree that if any term or provision of this Contract is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Contract remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

SECTION 20. SURVIVAL

20.1 All rights and obligations set out in this Contract and arising hereunder will survive the termination of this Contract (i) as to the parties' rights and obligations that arose prior to such termination and (ii) as is necessary to give effect to rights and obligations that arise after such termination but derive from a breach or performance failure that occurred prior to the termination.

SECTION 21. ENTIRE CONTRACT

21.1 This Contract constitutes the entire, legally-binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. This Contract supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein. No documents referenced, referred to, or incorporated into any exhibit to this Contract is incorporated into this Contract unless specifically referenced in this Contract and included herein.

SECTION 22. SIGNATURES

22.1 This Contract may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract on behalf of Consultant and Owner, respectively.

SECTION 23. EXHIBITS

23.1 The following documents are incorporated into and made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Hourly Rates / Reimbursable Expenses

Exhibit C – Waivers and Releases

Exhibit D – Schedule

Exhibit E – Special Washington Indemnity Addendum

Exhibit F – Insurance Requirements

CONSULTANT: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Contact Person _____

Phone #: _____

Address: _____

Fax #: _____

_____ Tax ID # _____

OWNER: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Contact Person _____

Phone #: _____

Address: _____

Fax #: _____

EXHIBIT A

SCOPE OF WORK

The Services are described in the following documents submitted by Consultant to Owner, copies of which are attached to this Exhibit A:

EXHIBIT B

HOURLY RATES / REIMBURSABLE EXPENSES

EXHIBIT C

WAIVERS AND RELEASES

CONDITIONAL WAIVER AND RELEASE	UNCONDITIONAL WAIVER AND RELEASE
<p>The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from _____ in the sum of \$ _____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document will become effective to waive and release any and all rights of lien and claims of lien, and any and all other claims, including, but not limited to, negligence, breach of contract, delay and impact claims, or otherwise, which the undersigned has or may have, whether known or unknown, on the below-referenced job ("Claims"). This waiver and release covers a payment for labor, services, equipment, materials furnished and/or Claims through _____ (Date) only and does not cover (a) any retention or (b) any change order work approved in writing but not included in the progress or final pay request. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>SIGNATURE: _____</p> <p>(Authorized Corporate Officer/Partner/Owner)</p> <p>(Title) _____</p> <p>Company Name: _____</p> <p>Dated this _____ day of _____ 20 _____</p> <p>Project Name: _____</p> <p>Project Address: _____</p>	<p>The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$ _____ for, labor, services, equipment or materials furnished to the below-referenced job and does hereby waive and release any and all rights of lien and claims of lien, and any and all other claims, including, but not limited to, negligence, breach of contract, delay and impact claims, or otherwise, which the undersigned has or may have, whether known or unknown, on the below-referenced job ("Claims"). This wavier and release covers payment for labor, services, equipment, materials furnished and/or Claims through _____ (Date) only and does not cover (a) any retention or (b) any change order work approved in writing but not included in the progress or final pay request.</p> <p>NOTICE: THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>SIGNATURE: _____</p> <p>(Authorized Corporate Officer/Partner/Owner)</p> <p>(Title) _____</p> <p>Company Name: _____</p> <p>Dated this _____ day of _____ 20 _____</p> <p>Project Name: _____</p> <p>Project Address: _____</p>

EXHIBIT D

SCHEDULE

The Schedule referenced in Section 3.1 of the Professional Services Agreement is that one-page document attached to this page 1 of this Exhibit D.

EXHIBIT E

SPECIAL WASHINGTON INDEMNITY ADDENDUM

RCW 4.24.115

Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract.

- (1) A covenant, promise, agreement, or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract, purporting to indemnify, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property:
 - (a) Caused by or resulting from the sole negligence of the indemnitee, his or her agents or employees is against public policy and is void and unenforceable;
 - (b) Caused by or resulting from the concurrent negligence of (i) the indemnitee or the indemnitee's agents or employees, and (ii) the indemnitor or the indemnitor's agents or employees, is valid and enforceable only to the extent of the indemnitor's negligence and only if the agreement specifically and expressly provides therefor, and may waive the indemnitor's immunity under industrial insurance, Title 51 RCW, only if the agreement specifically and expressly provides therefor and the waiver was mutually negotiated by the parties. This subsection applies to agreements entered into after June 11, 1986.

- (2) As used in this section, a "motor carrier transportation contract" means a contract, agreement, or understanding covering:
 - (a) The transportation of property for compensation or hire by the motor carrier;
 - (b) Entrance on property by the motor carrier for the purpose of loading, unloading, or transporting property for compensation or hire; or
 - (c) A service incidental to activity described in (a) or (b) of this subsection, including, but not limited to, storage of property, moving equipment or trailers, loading or unloading, or monitoring loading or unloading. "Motor carrier transportation contract" shall not include agreements providing for the interchange, use, or possession of intermodal chassis, containers, or other intermodal equipment.

EXHIBIT F

INSURANCE

All contractors must meet the following insurance requirements:

1. **Workers' Compensation.** Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.
2. **Commercial General Liability Insurance.** Commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, for bodily injury, including personal injury or death, products liability and property damage. The commercial general liability insurance shall also include the following coverages:
 - i. Products and Completed Operations Liability;
 - ii. Automobile Liability, including coverage for owned, non-owned, leased, or hired vehicles;
 - iii. Stop Gap or Employers Contingent Liability.
3. **Automobile Liability Insurance.** Automobile liability insurance with a combined single limit of liability not less than \$1,000,000 for bodily injury (including personal injury or death) and property damage.
4. **Professional Liability Insurance.** Professional liability insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limits, for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Consultant.
5. **Certificates of Insurance.** FVRL shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s). The insurance provided to the additional insured shall be primary. Consultant shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at FVRL's request, furnish FVRL with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after forty-five (45) days prior written notice to FVRL. If Consultant's insurance policies are "claims made" or "claims paid", Consultant shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Consultant's failure to maintain such insurance policies shall be grounds for the FVRL's immediate termination of this Agreement.