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Initiating Department
BOARD OF CLALLAM COUNTY COMMISSIONERS

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Name: Clallam Conservation District Address: 228 W First Street, Suite H Port Angeles, WA 98362 360-775-3747 x 103 Phone Nº: (hereinafter called "Contractor"). This Agreement is comprised of:  $\boxtimes$ Attachment A - Scope of Work  $\boxtimes$ Attachment B - Compensation  $\boxtimes$ Attachment C - General Conditions  $\boxtimes$ Attachment D - Special Terms and Conditions  $\boxtimes$ Attachment E (specify) -Department of Health Contract #CLH18239 copies of which are attached hereto and incorporated herein by this reference as if fully set forth. The term of this Agreement shall commence on the 1st day of November 2020 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of September 2022. IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 CONTRACTOR Mark Ozias, Chair Print name: \_\_\_ THIS CONTRACT HAS BEEN APPROVED AS TO Date:\_\_\_ FORM BY THE CLALLAM COUNTY PROSECUTING **ATTORNEY** ATTEST: Loni Gores, Clerk of the Board

#### SCOPE OF WORK

### **BACKGROUND and PURPOSE:**

The County has received a Washington State Department of Health (DOH) NEP NTA 0153– Pollution Identification and Correction grant (#CLH18239) to continue work in the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction (PIC) Project through September 30, 2022. The purpose of this agreement is to clearly identify the services to be performed by the Callam County-Conservation District (Contractor) related to this grant project and the corresponding compensation to be provided by the County.

#### **CONTRACTOR AGREES:**

To contribute staff and other resources to help the County fulfill its DOH grant deliverables as described below, particularly under PIC Grant task 4, and to adhere to the requirements of Section 106 described in the contract

Task 4 – Clallam Conservation District Onsite Septic Cost-Share Program Implementation: The Contractor shall conduct outreach to landowners and stakeholders regarding its OSS repair cost-share program; assist applicants with the application process; review and approve/disapprove applications; complete the cost-share process through installation and County approval; conduct administrative tasks for grant reporting, coordination, and eost-cost-share reimbursement; maintain project records and submit grant reporting information; collect and report necessary information for payment vouchers; provide administrative assistance to participants to meet reporting requirements for cost-cost-share reimbursement; submit progress reports and cost-cost-share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS repair project completed and in progress, and the total amount spent for each reporting period, and a running total.

Section 106 – Before any ground disturbing work has started the Contractor will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Contractor will submit a 05-05 Form, and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.). The Contractor shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Contractor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH. Contractor shall:

- a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project:
  - For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall:
  - · Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - · Discuss the IDP with staff and contractors working at the project site.
  - · Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

## **COUNTY AGREES TO:**

Reimburse the Contractor in a timely manner following receipt of completed invoices and supporting documentation. The total reimbursement amount shall not exceed \$244,100.

# IT IS MUTUALLY AGREED THAT:

Both parties agree to be responsible for the undertaking of this project. No acquisition, holding, or disposal of real or personal property is anticipated for this undertaking.



# COMPENSATION

	nyments for completed tasks shall be made no more emi-annually; annually; at completion of project;		
request for payment and the payment amount	y an invoice specifying the tasks completed up to the requested. In no event shall payment be sought in an fee greater than the percentage of completed tasks.		
OR			
<b>b. HOURLY RATES:</b> For services rendere following hourly rates:	d, the County shall compensate the Contractor at the		
Name/Position	Hourly Rate		
Payments for completed tasks shall be made nanually;  ☐ annually; ☐at completion of project; ☐ ot	o more frequently than ⊠ monthly; □quarterly; □semi- her (specify)		
Contractor's employee if two or more are ident contract; number of hours worked; hourly wag	y an invoice specifying: the name/position of the ified above who performed work in furtherance of this e, costs covered by item "2.c" below, completed tasks for entage of task completion; -and payment amount requested;		
	n excess of Twenty Thousand DOLLARS (\$20,000.00) for the		Formatted: Highlight
completed work set forth in Attachment "A."		<u></u>	<b>Commented [jeh1]:</b> Is this left over from the previous agreement or does this just pertain to labor?
2. AND			Formatted: Highlight
☐a. The compensation set forth herein include telephone, computer, copiers, and the like.	es, without limitation: labor, materials, equipment, travel,		
OR			
	tor for actual expenses incurred for travel, telephone, fare, mileage, meals and/or accommodations shall be at the test traveling on county business.		
OR			

ATTACHMENT B Page 1

 $\boxtimes$  c. Other (specify): Labor, materials, and other costs relevant to the scope of work.

### **GENERAL CONDITIONS**

Scope of Contractor's Services. The Contractor agrees to provide to the County services and any
materials set forth in the project narrative identified as Attachment A during the agreement period.
No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the
Agreement.

Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered
under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment
B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor
in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

- Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this
  contract may be delegated or subcontracted to any other individual, firm or entity without the
  express and prior written approval of the County Project Manager.
- Independent Contractor. The Contractor's services shall be furnished by the Contractor as an
  independent contractor and nothing herein contained shall be construed to create a relationship of
  employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

- 5. <u>No Guarantee of Employment</u>. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the Country at the present time or in the future.
- Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
- 7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

- 8. <u>Modifications</u>. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

- 10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
- 11. <u>Termination Due to Insufficient Funds</u>. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
- 12. <u>Termination Procedure</u>. The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

#### 13. <u>Defense and Indemnity Agreement</u>.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

- (b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- (c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.
- 14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
- 15. <u>Venue and Choice of Law.</u> In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
- <u>Withholding Payment</u>. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

 Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
- 19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
  - (a) That Contractor shall be notified promptly in writing by County of any notice of such claim
  - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

### 20. <u>Disputes</u>:

(a) <u>General</u>. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) <u>Notice of Potential Claims</u>. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) <u>Detailed Claim</u>. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
- 21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
- 22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. <u>Project Approval</u>. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Heather Watts

Title: Environmental Health Specialist

Address: 111 E. 3rd Street,

Port Angeles, WA 98362

Telephone: 360-417-2415

E-mail: hwatts@co.clallam.wa.us

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

- Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
- 25. <u>Subcontractors</u>. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. <u>No Third Party Beneficiaries</u>. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

- 27. <u>Standard of Care</u>. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
- 28. <u>Time is of the Essence</u>. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
- 29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
- 30. <u>Severability</u>. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
- 31. <u>Precedence.</u> In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
- 32. <u>Waiver</u>. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
- 33. <u>Attorney Fees.</u> In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
- 34. <u>Construction.</u> This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
- 35. <u>Survival</u>. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
- 36. <u>Entire Agreement</u>. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

# SPECIAL TERMS AND CONDITIONS

<ol> <li>Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:</li> </ol>						
	$\boxtimes$	With each request for payment.				
		Monthly.				
		Quarterly.				
		Semi-annually.				
		Annually.				
		Project completion.				
		Other (specify):				
	Progress reports shall include, at a minimum, the following: Work performed, employee wages, and hours each employee worked					
the Co of acti recom	ontract ion tak imenda	I include any problems, delays or adverse conditions or's ability to meet project objectives or time schedulen or proposed to resolve the situation. Reports shations for changes to the Scope of Work, if any. Paynot submitted.	iles together all also includ	with a statement e		
2. <u>Insurance</u> . The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:						
	$\boxtimes$	COMMERCIAL GENERAL LIABILITY:				
		Bodily injury, including death	\$1,000,000	per occurrence		
			\$2,000,000	aggregate		
		Property damage	\$50,000	per occurrence		
			\$100,000	aggregate		
		ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	\$	per occurrence		
		WORKERS COMPENSATION:	Statutory an	nount		

	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles					
	Bodily injury, liability, including death	\$	per occurrence			
		\$	aggregate			
	Property damage liability	\$	per occurrence			
		\$	aggregate			
	BUSINESS AUTOMOBILE LIABILITY:	\$	per occurrence			
If the Errors and Omissions or Professional Liability insurance obtained is an occurrence						

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void <u>ab initio</u> if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

3. <u>Liquidated Damages</u>. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed <u>Dollars</u> (\$ ) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

## 4. Other (specify):.

 $\boxtimes$ 

Invoices and work summaries shall be submitted at least quarterly but no more than monthly.

Contractor agrees to adhere to all funding guidelines outlined in the DOH contract.

<u>Department of Health Contract #CLH18239</u>
Pending