



## ARCHITECT/ENGINEER SERVICES CONTRACT

THIS CONTRACT for Architect/Engineer services is between Lakewood Water District ("District") and \_\_\_\_\_ ("A/E").

Scope of A/E Services. A/E will provide general engineering services under the terms of this contract

### Compensation and Payment.

- a. District will pay A/E for the services as indicated below (check one):
- \_\_\_\_\_ a fixed fee, including all services, costs, and taxes, in the amount of \$\_\_\_\_\_; or
  - \_\_\_\_\_ the time and materials devoted to the project based on the rates described on Exhibit B, not to exceed \$\_\_\_\_\_; or
  - \_\_\_\_\_ other; see Exhibit B.
- b. A/E shall submit a detailed monthly billing for all services in a format reasonably satisfactory to the District. The District shall pay the invoices within sixty (60) days of receipt, except as to any disputed amounts.

Schedule of Work. A/E shall commence work upon receipt of notice from the District to do so, beginning \_\_\_\_\_ and shall (check one):

- \_\_\_\_\_ complete the work by \_\_\_\_\_; or
- \_\_\_\_\_ perform the work in accordance with the schedule on Exhibit A.

Subcontractors. A/E shall not subcontract or assign any portion of the work covered by this contract without prior written approval of the District.

Changes. The District may, from time to time, require changes or modifications in the scope of work to be performed under this contract. The compensation for the changes or modifications, whether a decrease or increase, shall be in the same terms as stated previously in this contract, or in a manner mutually agreed to by the parties.

Insurance. A/E will maintain throughout the performance of this Contract the following types and amounts of insurance:

- a. Comprehensive vehicle liability insurance 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 the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 30 days' prior written notice of any cancellation, suspension, or material change in coverage.

The 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 A/E, and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, A/E shall provide to the District a Certificate of Insurance evidencing the insurance described above. The District

reserves the right to request and receive relevant portions of all required insurance policies.

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

Indemnification. A/E shall defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers, from and against all claims, injuries, damages, liabilities, losses, or suits, including attorneys' fees and costs, arising out of or in connection with the performance under this Contract, except for injuries or damages caused by the sole negligence of the District. For the purposes of this indemnification, A/E specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, A/E's obligation to defend, indemnify, and hold harmless the District, its officers, employees, agents, and volunteers, shall be limited to the extent of A/E's negligence. The provisions of this section shall survive the expiration or termination of this contract.

A/E Work Product. All documents, drawings, specifications, and other materials originally produced by A/E in connection with the services rendered under this contract shall be the property of the District. District agrees to use the documents, drawings, specifications, and other materials provided by A/E only for the purpose for which the work was performed.

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.

#### Dispute Resolution.

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.

Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by litigation with venue in the county in which the District's home office is located. The laws of the State of Washington shall govern this contract.

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

LAKEWOOD WATER DISTRICT  
(District)

(A/E)

By: \_\_\_\_\_  
Typed Name: Randall M. Black  
Its: General Manager

By: \_\_\_\_\_  
Typed Name:  
Its:

Address:  
11900 Gravelly Lake Drive SW  
Lakewood WA 98499

Address:

Telephone: 253/588-4423  
Fax: 253/588-7150  
Email:

Telephone:  
Fax:  
Email:

Date: \_\_\_\_\_

Date: \_\_\_\_\_