

AGREEMENT FOR PROFESSIONAL SERVICES

No. _____

This AGREEMENT made and entered into this 26th day of October, 2015, by and between the City of Camas, Washington, (hereinafter "OWNER"), and Carollo Engineers, Inc., (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Engineering Services in connection with the Water Master Plan Project (hereinafter "Project"), and

WHEREAS, ENGINEER is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.

1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

convenience of the OWNER or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.

2.3 OWNER reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the agreement, ENGINEER shall advise OWNER of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which event ENGINEER shall bill OWNER on an hourly basis together with cost of material.

SECTION 2 - PAYMENT TO ENGINEER

2.1 As consideration for providing the services referred to in Section 1, the OWNER shall pay ENGINEER on the basis to be established in the Task Order for Services.

2.2 The ENGINEER is not responsible for damage or delay in performance caused by events beyond the control of ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for the

2.4 In the event OWNER and ENGINEER cannot agree on equitable compensation for services rendered in making revisions, then, at OWNER's option, ENGINEER shall either continue performance under the revised Agreement and an equitable

adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.

- 2.5 The ENGINEER shall bill the OWNER monthly indicating the services performed and the cost of such services.

OWNER agrees to pay invoices within 30 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

- 2.6 All notices shall be made in writing and may be given by personal delivery, by e-mail, or by mail. Notices sent by e-mail shall be sent using a system that requires acknowledgment by the recipient of receipt of the e-mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO OWNER:

City of Camas
Camas, Washington

TO ENGINEER:

Carollo Engineers, Inc.
1218 Third Avenue, Suite 1600
Seattle, Washington 98101

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Carollo Engineers, Inc.
P.O. Box 30835
Salt Lake City, UT 84130-0835

unless otherwise informed on the face of the invoice.

SECTION 3 - MISCELLANEOUS

- 3.1 The OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- 3.2 The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.
- 3.3 The ENGINEER maintains, at its own expense, Worker's Compensation and Employers Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to OWNER.

SECTION 4 - LEGAL RELATIONS

- 4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be

responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the OWNER or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the ENGINEER's subconsultants, that impact project completion and/or success.

4.2 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

4.3 The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the

performance of the ENGINEER's services hereunder.

SECTION 5 - TERMINATION OF AGREEMENT

- 5.1 If this Agreement is terminated with or without cause, in either event, OWNER shall provide:
- a. not less than five (5) working days' written notice of intent to terminate, and
 - b. an opportunity for good faith consultation prior to termination.

SECTION 6 - DISPUTE RESOLUTION

- 6.1 All claims, disputes, and other matters in controversy between OWNER and ENGINEER arising out of or in any way related to this Agreement will be submitted to Alternative Dispute Resolution (ADR) before, and as a condition precedent to other remedies provided by law. The method for resolving disputes will be agreed to between the parties and each party shall use its best efforts to reach a resolution.

SECTION 7 - ENTIRE AGREEMENT

- 7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the OWNER and ENGINEER.

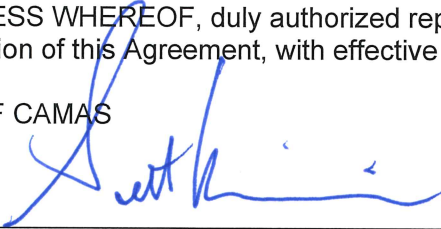
SECTION 8 - GOVERNING LAW

8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

CITY OF CAMAS

By:



Mayor, City of Camas

CAROLLO ENGINEERS, INC.

By:



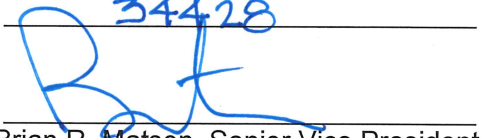
Lara R. Kammereck, Vice President

PE#



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By:



Brian R. Matson, Senior Vice President

PE#



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