# PROFESSIONAL SERVICES AGREEMENT

This Agreement dated as of June 15th, 2010, is made by and between Kittitas County (hereinafter "the County") and HWA GeoSciences, Inc. (hereinafter "Consultant"). The County and Consultant agree as follows:

General Conditions; Exhibit A (Scope of Work); Exhibit B (Compensation); Exhibit C (Proof of Insurance).

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on December 31st, 2010, and continue until completion of the project. Any party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

Consultant acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Consultant), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of June, 2010.

**APPROVED:**

**BOARD OF COUNTY COMMISSIONERS**
**KITTITAS COUNTY, WASHINGTON**

**ABSENT**

Commissioner, Chairman

Commissioner, Vice-Chairman

Commissioner

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

**ATTEST:**

Julie A. Kjorsvik,
Clerk of the Board

**APPROVED AS TO FORM:**

By: _____
Deputy Prosecuting Attorney

**Consultant Address:**
HWA GeoScience Inc.
19730 64th Ave W Ste 200
Lynnwood, WA 98036

**Project Contact:**
Arnie Sugar

**County's Address:**
Kittitas County Solid Waste
925 industrial Way
Ellensburg, WA 98926

**Project Contact:**
Patti Johnson

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925 industrial Way
Ellensburg, WA 98926

**Project Contact:**
Arnie Sugar

6-28-10

**Project Contact:**
Patti Johnson

## GENERAL CONDITIONS

1. Scope of Consultant's Services:
Consultant agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Performance of Work:
Consultant shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes and ordinances.

3. Schedule of Performance:
Unless directed otherwise by the County, Consultant shall perform the work in accordance with any schedules made a part of this Agreement.

4. Definitions:

4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.

4.2 "Support" means the following: Consultant's directors, officers, employees, agents and representatives; and sub-Consultants of any tier; the respective directors, officers, employees, agents and representatives of these sub-Consultants of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Consultant or any Consultant's sub-Consultants of any tier in connection with or incident to the performance of the Work or this Agreement.

4.3 The "Work" means all of the duties listed in Exhibit A and the performance of all other obligations, under this Agreement by Consultant or its Support.

5. Accounting and Payment for Consultant Services:
Payment to the Consultant for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Consultant for any costs or expenses incurred by the Consultant in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Consultant, no more often than monthly, through the County voucher system, for the Consultant's service pursuant to the fee schedule set forth in Exhibit "B".

6. Assignment and Subcontracting:
No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

7. Independent Consultant:
The Consultant's services shall be furnished by the Consultant as an independent Consultant and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Consultant as an independent Consultant.

The Consultant acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Consultant 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 Kittitas County employees.

Consultant will defend, indemnify and hold harmless the County, its Additional Insured's, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

8. No Guarantee of Employment:
The performance of all or part of this Agreement by the Consultant shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Consultant or any employee of the Consultant or any sub-Consultant or any employee of any sub-Consultant by the County at the present time or in the future.

9. Taxes:
The Consultant understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Consultant authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Consultant will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Consultant to make the necessary estimated tax payments throughout the year, if any, and the Consultant is solely liable for any tax obligation arising from the Consultant's performance of this Agreement. The Consultant hereby agrees to indemnify the County against any demand to pay taxes arising from the Consultant's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

10. Regulations and Requirement:
This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits.

11. Right to Review:
This contract is subject to review by any Federal or State auditor. The County or its designee 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. 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 which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Consultant shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

12. Modifications:

12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12.2 The County may, at any time, by written notice thereof to Consultant ("Change Notice") makes changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.

12.3 If any change in the Work causes an increase or decrease on Consultant's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Consultant and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.

12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Consultant shall proceed in accordance with all Change Notices. Consultant must, within thirty (30) days after receipt of any

Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.

12.5 If any change results in a decrease in the Work performed, Consultant shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.

13. Termination for Default:
If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. 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 Consultant. The Consultant shall bear any extra expenses incurred by the County in 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 Consultant 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.

14. Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Consultant.

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 Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Defense & Indemnity Agreement:
The Consultant agrees to and shall indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents and employees, from and against all

loss or expense, including but not limited to judgments, settlements, reasonable attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, due to the negligent errors, acts or omissions of the Consultant, its sub-Consultants, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insured's, appointed or elected officials, agents, or employees. If the bodily injury or damage to property for which the Consultant is to indemnify the County is caused by or results from the concurrent negligence of (a) the Consultant, its employees, subcontractors/subconsultants or agents and (b) the County, then the Consultant's duty to indemnify shall be valid and enforceable only to the extent of the Consultant's negligence. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

16. Industrial Insurance Waiver:
With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Consultant expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, 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 Consultant. **This waiver is mutually negotiated by the parties to this Agreement.**

17. Venue and Choice of Law:
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 of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

18. Withholding Payment:
In the event the Consultant has failed to perform any obligation to be performed by the Consultant under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Consultant, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Consultant Commitments, Warranties and Representations:

The Consultant represents and warrants to the County as follows:

20.1 The Consultant is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.

20.2 The Consultant has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the Consultant under this Agreement in accordance with its terms.

20.3 This Agreement has been validly executed by an authorized representative of the Consultant and constitutes a valid and legally binding and enforceable obligation of Consultant.

20.4 The Consultant has or will obtain prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement.

20.5 The Consultant is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Consultant's ability to perform its obligations under this Agreement. The Consultant is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.

20.6 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Consultant pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

21. Patent/Copyright Infringement:

Consultant will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Consultant infringes any patent or copyright. The Consultant will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

21.1 Consultant shall be notified promptly in writing by County of any notice of such claim.

21.2 Consultant 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.

22. Disputes:

22.1 General

Differences between the Consultant and the County, arising under and by virtue of the Agreement 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.

22.2 Notice of Potential Claims

The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Consultant has given the County a written Notice of Potential Claim within ten (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 Consultant 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. Consultant 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.

22.3. Detailed Claim

The Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Consultant 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 extension of time claimed to be due.

23. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Consultant and/or its consultants or sub-Consultants, in connection with performance of this Agreement shall be the sole and absolute property of the County.

24. Confidentiality:

The Consultant, its employees, sub-Consultants, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Consultant in performance of this Agreement, except upon the prior written consent of the Kittitas

County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Consultant shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Consultant shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Consultant's breach of this provision.

25. Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Consultant to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5th Ave, Suite 108, Ellensburg, WA 98926. Notice to the Consultant for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:
If any term or condition of this Agreement 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 Agreement are declared severable.

27. Miscellaneous:
- 27.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.
- 27.2 This Agreement embodies the entire Agreement between the County and Consultant, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.
- 27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement, by any of Consultant's Support or by law.
- 27.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

28. Waiver:
Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. Survival:
The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, and 30, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

30.1 The County is an equal opportunity employer.

30.2 Nondiscrimination in Employment
In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

30.3 Nondiscrimination in Services
The Consultant will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Consultant shall take such

action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

## EXHIBIT "A"

## SCOPE OF WORK

In addition to providing all material and labor, the Consultant shall perform the following:

The following Scope of Work is a potential outline of the tasks and process necessary to complete the Update of the Ryegrass post closure plan. Consultants may propose an alternative Scope of Work if it will meet the requirements of the WAC 173.351 and is acceptable to Kittitas County.

The objective of this project is to produce a useful Post closure plan tailored to the needs and specific conditions of the Ryegrass areas of Kittitas County.

Kittitas County will **require the consultant's services through the entire process, comment periods, revisions, and final approval by the Health Department and the Department of Ecology**. The consultant will be responsible for tasks necessary to review the current ground water monitoring data and produce an updated plan.

Develop a Post Closure monitoring Plan for the next 10 years at the Ryegrass Closed Landfill. The Monitoring plan must meet, as appropriate, all requirements as set forth in:

- Chapter 173-351 Washington Administrative Code for Environmental Monitoring requirements.
- Chapter 173-304 Washington Administrative Code (WAC), Minimum Functional Standards for Solid Waste Handling
- Chapter 70.95A RCW, Pollution Control – Municipal Bonding Authority
- Chapter 70.95C RCW, Waste Reduction
- Chapter 36.58 RCW, Solid Waste Disposal
- Kittitas County Solid Waste Ordinance # 1999-01

1. In consultation with Kittitas County Solid Waste Staff review the past monitoring reports, and develop a Post Closure Monitoring plan that will meet all applicable codes while still being the most cost effective for the County.
2. In consultation with Kittitas County Solid Waste and Kittitas County Environmental Health prepare an updated Post Closure Monitoring Plan to be submitted to the Department of Ecology for the next ten year period.

3. A preliminary draft of the Post Closure Environmental Monitoring Plan for the Ryegrass Balefill in accordance with 173.351 should be available for public and governmental review by **October 29, 2010**.

4. Finalize Post Closure Monitoring Plan.

In order to accomplish the goal of producing the post closure plan, the consultant will need to undertake the following tasks:

Task 1.0 Project Management

Coordination with County staff; the consultant will meet with representatives of the local Health Department and the Department of Ecology, and agree upon the methodology for proceeding with updating the Ryegrass Post Closure Plan.

Task 2.0 Ground Water Monitoring Data Evaluation and Reporting

1) Evaluate existing monitoring data

2) Propose future monitoring plan and method to the Local Health Department and the Department of Ecology.

Task 3.0 Post Closure Plan Review and Update

1) Participate in Meeting(s) with the local health department and the Department of Ecology on the draft Plan.

2) Prepare final plan.

## EXHIBIT "B"

### COMPENSATION

As full compensation for satisfactory performance of the work, the County shall pay Consultant compensation not to exceed: $28,171.00 per cost estimate dated May 21, 2010. See Attachment B.1

## EXHIBIT "C"

## INSURANCE

The Consultant shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Consultant, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Consultant or any of its Support.
All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Consultant shall provide proof of insurance for:

1) Commercial General Liability Insurance.
   - Coverage limits not less than:
     - $3,000,000 per occurrence per project
     - $5,000,000 general aggregate
   - Certificate Holder – Kittitas County
   - The Certificate must name the County as additional insured as defined in the Agreement
   - Thirty (30) days written notice to the County of cancellation of the insurance policy.

2) Stop Gap/Employers Liability.
   - Coverage limits not less than:
     - $1,000,000 each accident
     - $1,000,000 disease – policy limit
     - $1,000,000 disease – each employee
   - Thirty (30) days written notice to the County of cancellation of the insurance policy.

3) Commercial Automobile Liability Insurance.
   - Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
   - Coverage limits not less than:
     - $1,000,000 combined single limit
   - Thirty (30) days written notice to the County of cancellation of the insurance policy.

4) Excess or Umbrella Liability.
   - The Consultant shall provide Excess or Umbrella Liability coverage at limits of $3,000,000 per occurrence and $5,000,000 annual aggregate. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Auto Insurance policy coverage.
   - This requirement may be satisfied instead through the Consultant's primary Commercial General and Automobile Liability coverage, or any combination thereof.

5) Workers' Compensation.
   - Workers' Compensation in amounts required by law.

6) Professional Liability
   - The Consultant and/or its Subcontractor and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability Insurance covering professional errors and omissions. Such policy must provide the following minimum limits:
     - $3,000,000 per Claim
     - $5,000,000 annual aggregate
   - If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include Pollution Liability coverage
   - If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement.

Consultant shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect.

The Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Consultant's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Consultant shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.