

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement dated as of October 16, 2012 is made by and between Kittitas County (hereinafter "the County") and HWA GeoSciences, Inc. (hereinafter "Contractor"). The County and Contractor 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 the October 16, 2012, 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.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 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 6<sup>th</sup> day of November, 2012.

**APPROVED:**

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

  
\_\_\_\_\_  
Signature of Signatory  
(Date 9.27.12)

Arnie Sugar  
\_\_\_\_\_  
Print Name of Signatory

  
\_\_\_\_\_  
Alan A. Crankovich, Chairman

  
\_\_\_\_\_  
Obie, O'Brien, Vice-Chairman

  
\_\_\_\_\_  
Paul Jewell, Commissioner



  
\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**Contractor Address:**  
HWA GeoSciences Inc.  
21312 30<sup>th</sup> Dr SE Ste 110  
Bothell, WA 98021

**County's Address:**  
Kittitas County  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

**Project Contact:**  
Arnie Sugar  
\_\_\_\_\_

**Project Contact:**  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL CONDITIONS

### 1. Scope of Contractor's Services:

Contractor 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:

Contractor 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, Contractor 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: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors 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 Contractor or its Support.

### 5. Accounting and Payment for Contractor Services:

Payment to the Contractor 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 Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor'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 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, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

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

Contractor 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 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 sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

**9. Taxes:**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor 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 Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor'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 Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor'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 Contractor 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 Contractor ("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 Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor 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, Contractor shall proceed in accordance with all Change Notices. Contractor 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, Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor. The Contractor 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 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.

**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 Contractor 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 Contractor.

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 Contractor 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 Contractor, its sub-Contractors, 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 contractor is to indemnify the County is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the County, then the Contractor's duty to indemnify shall be valid and enforceable only to the extent of the Contractor'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 Contractor 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 Contractor. **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 Contractor has failed to perform any obligation to be performed by the Contractor 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 Contractor, 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. 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.

21. Patent/Copyright Infringement:

Contractor 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 Contractor infringes any patent or copyright. The Contractor 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 Contractor shall be notified promptly in writing by County of any notice of such claim.
- 21.2 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.

22. Disputes:

22.1 General

Differences between the Contractor 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 Contractor 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 Contractor 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 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.

22.3. Detailed Claim

The Contractor 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 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 extension of time claimed to be due.

23. Ownership of Items Produced:

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

24. Confidentiality:

The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor 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. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor 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 Contractor'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 Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5<sup>th</sup> Ave, Suite 108, Ellensburg, WA 98926. Notice to the Contractor 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 Contractor, 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 Contractor'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 Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, 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 Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, 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 Contractor 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 Contractor 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, 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 Contractor 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 Contractor shall perform the following:

The Contractor shall continue annual monitoring of landfill gas parameters at each of the 25 landfill gas probes (GV-1 to GV-25). Landfill gas parameters include volumetric flow rate, gas pressure, temperature, methane concentration, and non-methane organic compound (NMOC) concentration. Contractor will also sample four landfill gas probes for laboratory analysis of NMOCs. Samples will be collected from probes with high methane concentrations across the center of the landfill. Contractor will calculate total NMOC mass discharging from the landfill and provide estimates of discharge rates, to document compliance with the Agreed Order. This agreement is to cover one round of monitoring and reporting.

The Contractor will discard non-hazardous samples thirty days after they are obtained unless prior arrangements are made to store or deliver the samples. Samples containing hazardous materials that are regulated under federal, state, or local environmental laws will be returned to the site.

## **EXHIBIT "B"**

### **COMPENSATION**

As full compensation for satisfactory performance of the work, the County shall pay Contractor compensation not to exceed: \$4,997.00 per letter dated September 27, 2012. See Attachment B.1

## EXHIBIT "C"

### **PROOF OF INSURANCE**

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, 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 Contractor 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 Contractor shall provide proof of insurance for Commercial (comprehensive) General Liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates. Professional Liability and Employers Liability insurance shall be maintained with at least \$1,000,000 coverage. Proof of a policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form or equivalent, with limits of liability not less than \$1,000,000. Worker's Compensation shall be in the amount required by law. Upon the request of the County, Contractor 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 type of insurance required by this Agreement is marked below.

- ☐ 1) Commercial General Liability Insurance  
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) Workers' Compensation.  
Workers' Compensation in amounts required by law.
- ☐ 3) Employers Liability.  
Thirty (30) days written notice to the County of cancellation of the insurance policy.
- ☐ 4) Commercial Automobile Liability Insurance.

Thirty (30) days written notice to the County of cancellation of the insurance policy.

☐ 5) Professional Liability

Certificate Holder – Kittitas County

Thirty (30) days written notice to the County of cancellation of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.


<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/02/2012												
PRODUCER Phone: (425) 771-5197 Fax: (425) 673-4427 <b>ORION INSURANCE GROUP, INC.</b> 4208 198TH STREET S.W. #201 LYNNWOOD WA 98036		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> <b>HWA GEOSCIENCES INC.</b> 21312 30TH DRIVE SE, SUITE 110 BOTHELL WA 98021-7010		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 5px;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left; padding: 5px;">NAIC #</th> </tr> <tr> <td style="padding: 5px;">INSURER A: <b>RLI Insurance</b></td> <td style="padding: 5px;">42846</td> </tr> <tr> <td style="padding: 5px;">INSURER B: <b>Travelers Indemnity Company</b></td> <td style="padding: 5px;">25658</td> </tr> <tr> <td style="padding: 5px;">INSURER C:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">INSURER D:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">INSURER E:</td> <td style="padding: 5px;"></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>RLI Insurance</b>	42846	INSURER B: <b>Travelers Indemnity Company</b>	25658	INSURER C:		INSURER D:		INSURER E:	
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### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>B</b>		<b>GENERAL LIABILITY</b>	<b>680652M3406</b>	<b>12/01/11</b>	<b>12/01/12</b>	<b>EACH OCCURRENCE</b> \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>				<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ <b>300,000</b>
	<input type="checkbox"/>	<b>CLAIMS MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>				<b>MED, EXP (Any one person)</b> \$ <b>5,000</b>
						<b>PERSONAL &amp; ADV INJURY</b> \$ <b>1,000,000</b>
		<b>GENERAL AGGREGATE</b> \$ <b>2,000,000</b>				
		<b>PRODUCTS-COMP/OP AGG.</b> \$ <b>2,000,000</b>				
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
<b>B</b>		<b>AUTOMOBILE LIABILITY</b>	<b>BA544M7917</b>	<b>12/01/11</b>	<b>12/01/12</b>	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/>	<b>ANY AUTO</b>				<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/>	<b>ALL OWNED AUTOS</b>				<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/>	<b>SCHEDULED AUTOS</b>				<b>PROPERTY DAMAGE (Per accident)</b> \$
<input type="checkbox"/>	<b>HIRED AUTOS</b>					
<input type="checkbox"/>	<b>NON-OWNED AUTOS</b>					
		<b>GARAGE LIABILITY</b>				<b>AUTO ONLY - EA ACCIDENT</b> \$
		<input type="checkbox"/> <b>ANY AUTO</b>				<b>OTHER THAN EA ACC</b> \$
						<b>AUTO ONLY: AGG</b> \$
<b>B</b>		<b>EXCESS / UMBRELLA LIABILITY</b>	<b>CUP3626T33A</b>	<b>12/01/11</b>	<b>12/01/12</b>	<b>EACH OCCURRENCE</b> \$ <b>3,000,000</b>
	<input checked="" type="checkbox"/>	<b>OCCUR</b> <input type="checkbox"/> <b>CLAIMS MADE</b>				<b>AGGREGATE</b> \$ <b>3,000,000</b>
	<input type="checkbox"/>	<b>DEDUCTIBLE</b>				\$
	<input type="checkbox"/>	<b>RETENTION \$</b>				\$
<b>B</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>680652M3406</b>	<b>12/01/11</b>	<b>12/01/12</b>	<input type="checkbox"/> <b>WD STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b>					<b>E.L. EACH ACCIDENT</b> \$ <b>1,000,000</b>
	<b>If yes, describe under SPECIAL PROVISIONS below</b>					<b>E.L. DISEASE-EA EMPLOYEE</b> \$ <b>1,000,000</b>
						<b>E.L. DISEASE-POLICY LIMIT</b> \$ <b>1,000,000</b>
<b>A</b>		<b>OTHER: Professional Liability Claims Made</b>	<b>RDP0005595</b>	<b>12/01/11</b>	<b>12/01/12</b>	<b>\$2,000,000 Each Occurrence</b>
						<b>\$2,000,000 Aggregate</b>
						<b>\$50,000 Deductible</b>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 Kittitas County is listed as an additional insured. Please find attached endorsement.

<b>CERTIFICATE HOLDER</b> <b>Kittitas County</b> 205 West 5th Avenue Suite 108 Ellensburg WA 98926	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
<b>Attention:</b>	AUTHORIZED REPRESENTATIVE  <b>Christopher R. Day</b>



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.



## WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

#### Schedule

1.        ☐      Specific Waiver  
             Name of person or organization:  
  
             ☒      Blanket Waiver  
             Any person or organization for whom the Named Insured has agreed by written contract to  
             furnish this waiver.
2.        Operations:
3.        Premium:  
  
             The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on  
             payroll in connection with work performed for the above person(s) or organization(s) arising out of  
             the operations described.
4.        Minimum premium:
5.        Advance premium:

All other terms and conditions of the policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date).

Effective FEB 8 12, this endorsement forms part of Policy No. 680652M3406

Of

Issued to: HWA GeoSciences Inc.  
Endorsement No.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE