

PERSONAL SERVICES AGREEMENT

BETWEEN LEWIS COUNTY AND CENTURY WEST ENGINEERING

PARTIES TO THE CONTRACT

This Contract is made and entered into by and between Lewis County hereinafter referred to collectively as the "COUNTY" and Century West Engineering, hereinafter referred to as the "CONSULTANT." The COUNTY and the CONSULTANT together, are hereinafter referred to as the "PARTIES."

Lewis County
351 NW North St
Chehalis WA 98532

Century West Engineering
1020 SW Emkay Drive, #100
Bend, OR 97702

RE: Packwood Airport – Airport Master Plan Update

PURPOSE

Lewis County hereby enters into a contract agreement with Century West Engineering to provide services to develop an Airport Master Plan Update for Lewis County's Packwood (55S) Airport.

PERIOD OF PERFORMANCE

The term of this Agreement shall commence on the ____ day of August, 2022 and shall, unless terminated or renewed as provided elsewhere in this Agreement, terminate on the ____ of February, 2024, but may be extended by mutual agreement.

STATEMENT OF WORK

The CONSULTANT agrees to provide to the COUNTY services and any material set forth in the project narrative identified as Exhibit "A" during the Contract period. CONSULTANT provides such services as an independent contractor using CONSULTANT'S own officers, agents, employees, or contractors. This Contract shall not be construed to make COUNTY an employer or joint employer of CONSULTANT or any of CONSULTANT's officers, agents, employees, or contractors.

FUNDING/COMPENSATION

Funding for this Contract is Three Hundred Fifty Four Thousand Nine Hundred Dollars (\$354,900). Total CONSULTANT compensation will not exceed \$354,900 unless this Contract is subsequently amended by both parties.

BILLING PROCEDURES AND PAYMENT

The CONSULTANT shall provide the COUNTY with monthly invoices due 30 days after receipt describing and documenting to the COUNTY'S satisfaction the work performed. The CONSULTANT must provide a breakdown of expenses, identifying

what was expended and when. Any fees for additional services will be discussed and approved by the COUNTY in advance of services being performed.

The COUNTY may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONSULTANT for services rendered if the CONSULTANT fails to satisfactorily comply with any term or condition of this Contract.

MODIFICATIONS

Either party may request changes in this Agreement. Any and all modifications agreed to by the parties shall be memorialized in a writing signed by each of the parties.

TERMINATION FOR DEFAULT

If the Consultant defaults by failing to perform any of the obligations of this 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 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, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the 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.

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 interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work delivered at unit contract prices for completed items of work. An equitable adjustment in the Agreement 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 non-completed 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.

WITHHOLDING PAYMENT

In the event the CONSULTANT has failed to perform any substantial obligation required under this Contract the COUNTY shall notify the CONSULTANT in writing. If that failure has not been cured within thirty days after notification, 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.

OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the Consultant and/or his consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County the event the CONSULTANT has failed to perform any substantial obligation required under this Contract the COUNTY shall notify the CONSULTANT in writing. If that failure has not been cured

CONTRACT MANAGEMENT

The Contract Manager for each of the PARTIES shall be the contact person for all communications and billings regarding the performance of this Contract.

The COUNTY representative shall be Josh Metcalf, 2025 NE Kresky Ave, Chehalis WA 98532; 360-740-2762, josh.metcalf@lewiscountywa.gov

The CONSULTANT representative shall be Joe Roshak, 1020 SW Emkay Drive, #100, Bend, OR 97702; 541-322-8962, jroshak@centurywest.com

INDUSTRIAL INSURANCE

With respect to the performance of this Contract, CONSULTANT shall comply with Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that COUNTY shall have no obligations under that Title to any of CONSULTANT's officers, agents, employees, or contractors.

INDEMNITY

CONSULTANT agrees to indemnify, defend and hold COUNTY and COUNTY'S officials, employees, agents, volunteers, and insurers harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent caused by any act or omission, negligent or otherwise, of CONSULTANT or CONSULTANT's officers, agents, employees, or contractors.

CONSULTANT's indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and CONSULTANT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations were mutually negotiated by the parties as a material inducement to enter into this Contract.

COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONSULTANT's indemnity obligations herein.

The indemnity obligations herein shall survive this Contract's completion, expiration or termination.

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.

ORDER OF PRECEDENCE

This Contract is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of

this Contract, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal laws and regulations,
- State law,
- Washington Administrative Code,
- This Contract, and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

This Contract represents all the terms and conditions agreed upon by the PARTIES. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE AND CHOICE OF LAW

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law. This Contract shall be construed under the laws of the State of Washington, except with respect to any choice of law rules. Venue for any action arising out of this Contract or its performance shall be in the Superior Court of Washington in and for Lewis County or in the U.S. District Court for the Western District of Washington, Tacoma Division.

APPROVAL

This Contract shall be subject to the written approval of the COUNTY authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both PARTIES.

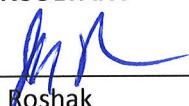
This CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the Contract.

LEWIS COUNTY

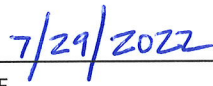
Josh Metcalf
Director, Public Works

DATE

CONSULTANT



Joe Koshak
President – Century West Engineering



DATE