Cascade Water Alliance
Contract No.:_____
Title: _____

MASTER CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is by and between Cascade Water Alliance, a Washington municipal corporation ("Cascade") and _____, a _____ corporation ("Consultant"), referred to collectively as the "Parties."

I. BASIC TERMS

A. Effective Date of the Agreement:	Last date signed by the Parties below.
B. Project Title:	_____
C. Consultant's Address:	_____ _____ Tel._____
D. Consultant's Representative:	_____ Tel._____ Email:_____
E. Taxpayer Identification Number	_____
F. Cascade's Address	Cascade Water Alliance Attn: _____ 11400 SE 8th St, Suite 400 Bellevue, WA 98004 Tel. 425-453-0930
G. Cascade's Representative:	_____ Tel._____ Email:_____

I. SCOPE OF AGREEMENT

This Agreement is being executed pursuant to a Request for Proposals/Qualifications issued by Cascade on _____, 20__ for the purpose of procuring the services of a consulting firm to assist Cascade, its member agencies ("Members"), and public agencies that have executed an interlocal agreement with Cascade that authorizes purchases under this Agreement ("Non-

Members"). Members and Non-Members shall be collectively referred to herein as "Participating Agencies" and interchangeably as "Participating Agency."

This Agreement may be used for the benefit of Participating Agencies. Cascade shall only be responsible for payment of fees associated with the Scope of Services requested by Cascade. Participating Agencies shall be responsible for payment of fees associated with the Scope of Services they have individually requested. Purchase orders from Participating Agencies are subject to all terms, conditions, and pricing set forth in this Agreement applicable to Cascade.

II. TERM

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in effect until _____ unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

III. SERVICES BY CONSULTANT

A. Consultant agrees to perform and complete the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference ("Scope of Services"). Consultant shall furnish all services, equipment and materials necessary to perform the Scope of Services unless otherwise agreed to in writing. Except as expressly provided elsewhere in this Agreement, any and all modifications or revisions to Attachment A (including, but not necessarily limited to, additions, deletions and extensions) must be in writing and signed by both Parties.

B. The standard of care applicable to Consultant's Scope of Services will be the greater of (1) its obligations under this Agreement or (2) the degree of quality, skill and diligence normally employed by consultants performing the same or similar Scope of Services for the same or similar projects or facilities in the State of Washington. Consultant shall have sole and exclusive control over the means and methods of its Scope of Services and shall be solely responsible for planning, scheduling, coordinating, executing and completing the Scope of Services in accordance with its chosen means and methods.

C. Consultant shall provide at Consultant's own expense, all personnel needed to perform any Scope of Services required under this Agreement. All such personnel shall be qualified and authorized under applicable law to perform their respective functions. Consultant shall ensure that none of Consultant's employees has any direct or indirect interest that would conflict in any manner with the performance of Consultant's Scope of Services under this Agreement.

D. Consultant may not replace Consultant's Representative listed in Article I above or Key Personnel listed in Attachment D without the prior written approval of Cascade.

IV. SERVICES BY SUBCONSULTANTS

Consultant may, with prior written authorization from Cascade, contract with one or more qualified subconsultants ("Subconsultant Agreement") to perform a portion of the Scope of Services; provided, however, that Consultant shall remain solely responsible to Cascade for all performance under this Agreement and, provided further, that Cascade shall have no responsibility for the review or supervision of the work of any subconsultant or for any payment to any subconsultant. All Subconsultant Agreements shall require the subconsultant to comply with the invoicing, insurance, suspension of work, audit, documentation, confidentiality and return of records obligations imposed on Consultant by this Agreement. No subconsultant shall be deemed to be a third party beneficiary of this Agreement or to have any other rights under this Agreement. Cascade hereby authorizes Consultant to use the subconsultants listed on Attachment E, which attachment is incorporated herein by reference.

In the event that the Parties agree to use subconsultants with related expertise to assist in the performance of the Scope of Services, such subconsultants shall be contracted for directly by Cascade and Consultant shall receive no compensation for the Scope of Services provided by such subconsultants.

V. COMPENSATION / DOCUMENTATION

A. Consultant shall be paid for the performance of the Scope of Services at the rates and fee levels specified in Attachment B, Compensation, which attachment is incorporated herein by reference. Consultant's fees include all labor (inclusive of overtime), materials, profit, fee, taxes (other than WSST), mobilization, travel, overhead, administrative, and permit and regulatory costs required for or incurred in connection with the completion of these Scope of Services, but do not include Reimbursable Expenses, as provided in Section B below. Consultant's compensation for the Scope of Services shall not exceed the total compensation amount set forth on Attachment B without the prior written approval of Cascade.

B. Consultant shall be entitled to reimbursement for "out of pocket" expenses actually incurred to the extent and as set forth on Attachment B ("Reimbursable Expenses"). Consultant's Reimbursable Expenses under this Agreement shall be reimbursed at face value only, with no surcharges or markups added.

C. Consultant shall maintain records documenting all fees and all Reimbursable Expenses in excess of $5.00, incurred either by Consultant or any subconsultant of Consultant (if allowed by Article IV of this Agreement) under in the performance of this Agreement. During regular business hours and upon reasonable notice, Cascade shall have the right to inspect and audit all records required to be maintained under this Agreement upon reasonable notice and subject to Consultant's reasonable security procedures.

D. Compensation by Cascade. Consultant shall only be reimbursed for the Scope of Services performed for Cascade, which shall be payable in the following manner:

On or before the 26th day of each month, (except as specified below for January) Consultant shall submit a detailed monthly invoice for all Scope of Services provided describing in reasonable and understandable detail the Scope of Services completed during the previous month, the progress of the Scope of Services, and the requested payment in an amount proportionate to the Scope of Services completed. Cascade shall pay the invoice within thirty (30) days after approval of the invoice. Consultant shall provide written notice to Cascade that submission of invoices reach 80% of the total Compensation authorized under the Contract. The final invoice must be submitted within thirty (30) days of completion of all Work authorized under the Contract. Consultant's compensation for the Scope of Services performed pursuant to Task Orders issued by Cascade shall not exceed the total compensation amount set forth on Attachment B without the prior written approval of Cascade. A final year-end invoice must be submitted with all unbilled work performed through the 31st of December by the 15th of January. **In the event that any monthly invoice or progress report is received more than 45 days after the deadline, or received after January 15th for the year-end invoice, Cascade reserves the right to reduce said invoice by 10%.**

E. Invoices shall itemize the time expended on Scope of Services on a daily basis for all personnel working on such Scope of Services and shall include a brief description of the tasks performed for each time entry, and each Reimbursable Expense.

All invoices shall be submitted to Cascade at the address listed in Article I above or to cpaulucci@cascadewater.org.

E. Compensation by Participating Agencies. Consultant shall be reimbursed for the Scope of Services performed for Participating Agencies as specifically authorized under a written purchase order issued by Participating Agencies. Purchase orders issued by Participating Agencies may specify additional terms concerning the manner and timing of invoices to be submitted by Consultant to

Participating Agencies. Cascade accepts no responsibility for purchase orders or payment by Participating Agencies.

VI. OWNERSHIP OF WORK PRODUCT

Any and all reports, data, studies, surveys, charts, maps, drawings, plans, specifications, analyses, engineering, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, are owned by Cascade and shall be forwarded to Cascade upon its request. If Cascade modifies any of such materials for projects or purposes other than those which fall within the scope of this Agreement or the Project to which it relates, without written concurrence by Consultant, Cascade releases Consultant from responsibility to the extent of loss, damage or cost incurred solely due to any such modification.

VII. GENERAL ADMINISTRATION AND MANAGEMENT

Cascade's Representative listed in Article I, Section F above shall be responsible for reviewing and approving Consultant's invoices to Cascade under this Agreement, and shall have primary responsibility for overseeing and approving the Scope of Services to be performed by Consultant, and coordinating all communications with Consultant from Cascade.

Participating Agencies shall assign a point-of-contact who will be responsible for reviewing and approving Consultant's invoices to Participating Agencies under this Agreement, and shall have primary responsibility for overseeing and approving the Scope of Services to be performed by Consultant on behalf of Participating Agencies, and coordinating all communications with Consultant from Participating Agencies.

VIII. INFORMATION PROVIDED BY OTHERS

Cascade shall provide to Consultant in a timely manner information and records needed to perform the Scope of Services hereunder that are in Cascade's possession or control.

IX. NONDISCRIMINATION

Consultant shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, or other circumstances prohibited by federal, state or local law or ordinance, unless based upon a bona fide occupational qualification,

and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

X. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless Cascade and Participating Agencies and their respective board of directors, members, officers, managers, employees, engineers, agents, and volunteers (collectively, as used herein, "Indemnified Parties"), from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind (including any suits or claims made by or for the benefit of Consultant's employees or their survivors) on account of, relating to, or arising out of Consultant's negligent acts or omissions under this Agreement, except to the extent such injuries or damages are caused by the sole negligence of the Indemnified Parties.

For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. Consultant further agrees to require its consultants, subconsultants, and suppliers and their consultants, subconsultants and suppliers to similarly indemnify and hold Consultant harmless and waive immunity under Title 51 solely for the purposes of this indemnification.

Pursuant to RCW 4.24.115, to the extent liability for Indemnified Claims (including defense obligations) were caused or result from the concurrent negligence of (a) the Indemnified Parties and (b) Consultant, the Consultant's agents or employees, the indemnity and defense obligations under this Agreement shall be limited to the extent of the Consultant's negligence.

Indemnified Parties agree to indemnify, defend and save harmless Consultant and its officers, agents, representatives, and employees (collectively, as used herein, "Consultant") from and against all third party demands, claims, losses, liabilities, suits, judgment, attorneys' fees and costs for personal injury or property damage (collectively "Indemnified Losses") caused by Indemnified Parties' negligent acts or omissions under this Agreement, provided, however, that in no event do the Indemnified Parties agree to indemnify, defend, or save harmless from any third

party Indemnified Losses for personal injuries or property damage caused in whole or part by the acts or omissions of Consultant.

XI. CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Cascade be liable to Consultant or its officers, agents, representatives, employees and subconsultants for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation, or for any other economic, consequential, indirect, or special damages.

XII. LIABILITY INSURANCE COVERAGE/LIABILITY LIMITATION

Consultant will, at Consultant's sole expense, obtain and maintain insurance policies with the limits and meeting the requirements specified on Attachment C.

Consultant shall also cause all subconsultants (if allowed by Article IV of this Agreement) to carry such policies and with such limits as shown on Attachment C. Cascade shall be named as an additional insured to the extent indicated on Attachment C on all policies carried by Consultant and each subconsultant; and such additional insured endorsement shall not limit the completed operations coverage.

Consultant agrees to provide Cascade with certificates of insurance evidencing the required coverage before execution of any work or service under this Agreement. In the event Consultant fails to maintain insurance policies in compliance with this provision, Cascade may in its discretion either purchase such insurance coverage and charge the premium to Consultant or terminate this Agreement for breach.

XIII. COMPLIANCE WITH LAWS AND CASADE POLICIES

Consultant shall comply with all applicable federal, state and local laws and regulations applicable to Consultant's work or service, inclusive of water safety/quality laws and regulations.

Consultant shall further comply with Cascade's Artificial Intelligence Policy ("**AI Policy**") as applicable to Consultant's work or services under this Agreement, available at https://cascadewater.org/about/about-cascade/policies/. The AI Policy in effect as of the date of this Agreement is attached as Attachment F for convenience, but the AI Policy may be amended from time to time. Consultant's performance of the Scope of Services must be in compliance with Cascade's AI Policy in effect and available on Cascade's website at the time of such usage.

XIV. FUTURE SUPPORT

Cascade makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XV. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the Term of this Agreement an independent contractor, and this Agreement is not intended to form a partnership or joint venture between the Parties. Individuals employed by Consultant are not employees or agents of Cascade, nor are any of Consultant's subconsultants employees or agents of Cascade. Consultant agrees that it is solely responsible for the payment of taxes applicable to the Scope of Services performed under this Agreement and agrees to comply with all applicable federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Consultant as a result of its status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Scope of Services under this Agreement. Cascade shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to Consultant, or any employee or subconsultant of Consultant.

If subconsultants (if allowed by Article IV of this Agreement) are utilized, Consultant will require these terms in all Subconsultant Agreements.

XVI. SUSPENSION OF AGREEMENT

Cascade reserves the right to suspend this Agreement at any time, with or without cause, by giving ten (10) days prior written notice to Consultant. The time for completion of the remaining Scope of Services shall be extended by the number of days the Scope of Services are suspended by Cascade, unless both parties can mutually agree upon a new completion time. In the event the period of suspension exceeds ninety (90) days, the terms of this Agreement shall be subject to renegotiation; provided, however, that if such renegotiation of a mutually acceptable replacement contract has not occurred within one hundred eighty (180) days after suspension ("Renegotiation Period"), then either Party may terminate this Agreement upon ten (10) days prior written notice, provided further, that the failure to renegotiate this Agreement within the Renegotiation Period shall not be construed as a breach of this Agreement by either Party. Consultant shall be entitled to receive just and equitable compensation for any satisfactory Scope of Services completed prior to the date of suspension.

XVII. TERMINATION OF AGREEMENT

A. Termination for Default. Either Party shall have the right, but not the obligation, to terminate this Agreement, (i) on ten (10) days written notice, in the event the other Party's service or performance materially fails to conform to the requirements of this Agreement.

B. Termination for Convenience. Cascade may terminate this Agreement for convenience upon providing Consultant with seven (7) days written notice. Any right of convenience termination shall be in addition to, not in replacement of, any and all rights and remedies a Party may have for breach of the Agreement by the other Party.

C. In the event of either default or convenience termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be provided to Cascade. Consultant shall be entitled to receive only such compensation as is allowed under this Agreement for any satisfactory Scope of Services completed prior to the date of termination and shall not be paid any costs, fees, markups or profit on the terminated part of the Agreement. In the event the Agreement terminates prior to completion of the Scope of Services, Cascade may require, in its sole discretion, Consultant to complete such analyses and records as may be necessary to place its files in order ("Wind Up Activities"). The additional time for Wind Up Activities shall not exceed ten percent (10%) of the total time expended on the completed portion of the Scope of Services prior to the effective date of such termination. Consultant shall thereupon be compensated for the completed portion of the Scope of Services terminated on the basis of work actually performed prior to the effective date of termination, plus the work required for Wind Up Activities up to the limit specified above. Termination of the Agreement whether for default or convenience shall not negate or eliminate Consultant's obligations under Sections III, IV, VI, X, XII, XIII, XVIII and XXI of this Agreement all of which shall survive any such termination.

D. Return of Records. On termination of this Agreement, Consultant will consult with Cascade's Representative about whether pertinent records should be returned. If requested, Consultant will deliver to Cascade all records, reports, data memoranda, notes, models or publications whether electronic or hard-copy, equipment and supplies of any nature, and receipts for any and all billing made to Cascade that are in possession or under control of Consultant, prepared or acquired in the course of the contract with Cascade. Further, Consultant agrees not to keep or withhold such information or data, or reproductions of such information or data that relate to the business activities of Cascade or to parties in a contract relationship with Cascade. Alternatively, if the return of records and equipment or supplies is not requested, Consultant agrees to retain these

items for three (3) years after the completion of all work or Service under this Agreement.

If subconsultants (if allowed by Article IV of this Agreement) are utilized, Consultant will require these terms in all Subconsultant Agreements.

XVIII. GOOD FAITH NEGOTIATION / MEDIATION

As a condition precedent to filing suit on any dispute between the Parties arising under or relating to this Agreement, the Parties shall attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through good faith negotiation within thirty (30) days of the commencement of such negotiations, the Parties shall hire an independent, trained and mutually acceptable mediator to mediate the dispute. If the Parties cannot agree upon a mediator within ten (10) days, either party may petition a judge of the Superior Court of King County to appoint such a mediator. The cost of the mediator will be shared equally by the Parties. The mediation shall be conducted in Bellevue, Washington or Seattle, Washington as determined by Cascade.

XIX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns, except as otherwise set forth in Section XXII(G) of this Agreement.

XX. ADDITIONAL WORK

Cascade may desire to have Consultant perform work or render services in connection with the Project other than those Scope of Services provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement.

Authorized additional work will be compensated for in accordance with a written supplemental or new contract between Consultant and Cascade.

Cascade shall not be responsible to pay and Consultant shall not be entitled to receive compensation for any Additional Service unless such Additional Service is expressly approved by the Cascade prior to the rendering of such Service by the Consultant. The Consultant is responsible to notify Cascade if Cascade asks for the performance of any service or work which Consultant believes is beyond the Scope of Services prior to the performance of such allegedly Additional Service. Failure to provide such notice and/or to obtain approval of Cascade for such Additional Service shall at cascade's sole option be deemed a waiver of the Consultant's right to claim for payment for such Service.

XXI. CONFIDENTIALITY

Except as directed by Cascade, Consultant shall not release or publish any information, reports or documents relating to Scope of Services performed under this Agreement without the express written consent of Cascade.

Consultant has a special duty to Cascade to maintain confidentiality of documents, information and records that are unknown to the general public and are provided by Cascade, come to Consultant's attention, or under Consultant's control. Consultant shall refer to Cascade any and all requests for information from persons other than employees of Consultant, Cascade or employees of Cascade.

Consultant shall not, for compensation or otherwise, provide information, testimony, assistance, advice or in any way assist any person regarding any matter relating to Cascade in any situation, position, or circumstance adverse to Cascade unless under order of a court of competent jurisdiction or pursuant to lawful subpoena. Consultant shall provide Cascade with notice sufficient in time and content for Cascade to challenge any such order or subpoena.

XXII. GENERAL CONDITIONS

A. Entire Agreement. This Agreement and its Attachments constitute the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

B. Severability. Should any part of this Agreement be found void or unenforceable, the balance of this Agreement shall remain in full force and effect.

C. Modification. This Agreement may only be modified by written instrument signed by both Parties.

D. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed in Article I above by registered or first class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Non-Waiver. Any failure by Cascade to enforce strict performance of any provision of the Agreement will not constitute a waiver of Cascade's right to subsequently enforce such provision or any other provision of the Agreement.

F. Governing Law and Venue. This Agreement will be governed by the laws of Washington and its choice of law rules. Any judicial action to resolve disputes arising out of this Agreement shall be brought in King County Superior Court.

G. Assignment. Consultant shall not assign, transfer, convey, pledge or otherwise dispose of this Agreement or any part of this Agreement without the prior written consent of Cascade. Any assignment of this Agreement by Consultant without the prior written consent of Cascade shall be void.

H. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result from acts of God, acts of civil and military authority, acts of public enemy, war, or any like cause beyond the Parties' reasonable control.

I. Survival. If this Agreement is terminated or suspended, Consultant's and Cascade's rights and obligations under Articles III, IV, VI, X, XI, XII, XVIII, XXI, and XXII of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below:

CASCADE:	CONSULTANT:
CASCADE WATER ALLIANCE, a Washington municipal corporation	_____, a _____ corporation
By:_____	By:_____
Name: _____	Name: _____
Its: _____	Its: _____
Date:_____	Date:_____

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT B

COMPENSATION

Cascade will pay Consultant for such Scope of Services:

Hourly Rate:	$ _____ per hour, but not to exceed $ _____ .
Fixed Sum:	A total of $ _____; to be paid per invoice schedule.
Reimbursable Expenses and Other:	$_____ , for all services performed, and expenses incurred under this Agreement

Total contract compensation may not exceed $_____ without prior written authorization by Cascade.

ATTACHMENT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Contract insurance as described below.

I. Required Minimum Scope of Insurance

Coverage shall include:

A. Commercial General Liability: Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) to be maintained for so long as any work or Service is performed by Consultant, plus an additional three (3) years from completion of such work or Service.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

C. Workers' Compensation insurance as required by the State of Washington.

D. Employers' Liability coverage or Stop Gap Liability coverage.

E. Professional Liability insurance (errors and omissions) on a claims-made basis to be maintained retroactive from inception of any work or service under this Agreement through completion of any such work or Service, plus an unlimited extended reporting period ("tail policy"). If an unlimited tail policy is not available, compliance with Section VI is required.

F. Pollution Liability: Consultant/Contractors' Pollution Liability and/or Asbestos Liability. at Cascade's option if requested.

G. IT/Technology Professional Liability Coverage: at Cascade's option if requested.

H. Cyber Liability Coverage: at Cascade's option if requested

II. Required Minimum Limits of Insurance

Consultant shall maintain limits no less than:

A. Commercial General Liability: (Including operations, products and completed operations.)	**$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
B. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
C. Workers' Compensation	As may be required by the State of Washington.
D. Employers' Liability:	**$1,000,000** each accident, **$1,000,000** policy limit bodily injury by disease, **$1,000,000** each employee bodily injury by disease.
E. Professional Liability	**$2,000,000 per claim** for professional services.
F. Consultant/Contractors Pollution - Asbestos Liability	**$2,000,000** each occurrence - **$4,000,000** policy aggregate, including errors and omissions.
G. IT/Technology Professional Liability Coverage	**$2,000,000** per claim.
H. Cyber Liability Coverage:	**$2,000,000** per claim.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions (1) shall be the sole financial responsibility of Contractor and (2) must be declared and are subject to approval by Cascade. At the option of Cascade, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Cascade, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Cascade guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. Cascade, its officers, officials, employees, and volunteers are to be covered as additional insureds (1) with respect to liability arising out of automobiles and boats owned, leased, hired or borrowed by or on behalf of the Consultant and (b) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects Cascade, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Cascade, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after forty-five (45) days prior written notice has been provided to Cascade.

V. Pollution Liability Insurance

The Consultants/Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. The definition of Pollution shall include microbial matter, including mold.

VI. Claims Made

If General Liability, Consultant/Contractors' Pollution Liability and/or Asbestos Pollution Liability and/or Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work or substantial completion of construction, whichever is later.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work or substantial completion of construction, whichever is later.
4. A copy of the claims reporting requirements must be submitted to Cascade for review.

VII. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to Cascade. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

VIII. Verification of Coverage

Consultant shall furnish Cascade with endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by Cascade, unless the insurance company will not use Cascade's form. All endorsements are to be received and approved by Cascade before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to Cascade's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

IX. Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

X. Subconsultants

Consultant shall require and verify that all subconsultants (if allowed by Article IV of this Agreement) maintain insurance meeting all the requirements stated herein, unless Cascade at its option waives such requirements.

ATTACHMENT D

KEY PERSONNEL

NAME	TITLE
1.	

ATTACHMENT E

APPROVED SUBCONSULTANTS