



[Consultant Name]
[Final Payment Amount or Value]
[Contract Expiration Date]
[WSTIP Contract Number]

CONSULTANT SERVICES CONTRACT

THIS CONTRACT is made and entered into this [] day of [], 2024, by and between the WASHINGTON STATE TRANSIT INSURANCE POOL, a joint self-insurance pool formed in the State of Washington under RCW 48.62, commonly known as "WSTIP" and [Consultant Name], hereinafter referred to as the "Consultant."

Washington State Transit Insurance Pool
2629 12th Court SW
Olympia, WA 98502
(360) 786-1620
WSTIP Representative:
Contact Email:

Contractor Name
Contractor Address
Contractor Address
Phone
Contact Person:
Contact Email:

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

SECTION I Nature and Scope of Work

A. SCOPE OF WORK AND BUDGET

Consultant shall perform the work described in Exhibit A "Scope of Work" not to exceed the amount of \$_____ without further written approval of WSTIP.

Consultant shall report to the WSTIP Executive Director, or the Executive Director's designee (referred to herein as the WSTIP Representative). The WSTIP Representative shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. The Consultant shall perform all work necessary to prepare and provide the deliverables in a satisfactory manner. This obligation of the Consultant shall continue to exist even if sub-consultants are used to perform any portion of the work.

The Consultant shall prepare and present such information and written materials as may be reasonably required by WSTIP in order for WSTIP to adequately review Consultant's work, which shall not be considered "EXTRA WORK." Failure to provide such information and written materials upon the reasonable request of WSTIP shall be considered a material breach of this Contract. Consultant will not be entitled to compensation for any work for which consultant has not provided supporting documentation reasonably requested by WSTIP.

The Consultant shall make such minor changes, amendments, or revisions in the detail of the work as may be reasonably required by WSTIP. This item does not constitute extra work as defined in the section entitled "EXTRA WORK" of this Contract. When alternatives are being considered, WSTIP shall have the right of selection.

The Consultant shall check and verify all deliverables prior to submission to WSTIP. The Consultant shall

conduct its business in a professional manner and confirm all services shall be performed to the applicable professional, legal, and ethical standards. The Consultant is solely responsible for the accuracy and completeness of the work, even if the work has been accepted by WSTIP.

B. EXTRA WORK

WSTIP may desire to have the Consultant perform work or render services in connection with, and in addition to, work which is the subject of this Contract but not specifically provided in this Contract. Such work will be considered as Extra Work and will be specified in a written amendment to Exhibit A, which will set forth the nature, terms, and scope thereof, and be signed by both Parties. Work to supplement that set forth in Exhibit A will proceed prior to execution of an amendment to Exhibit A if WSTIP's Representative provides the Consultant a written request to do so and a reasonable basis exists for WSTIP's request, such as efficiency, cost savings, or avoidance of liability in doing the extra work immediately. In the event, WSTIP and Consultant cannot agree on Extra Work terms, the Consultant must proceed with such work, reserving its rights to seek appropriate compensation following completion of the Extra Work.

SECTION II

Payment for Services & Expense Reimbursement

A. PAYMENT

WSTIP shall pay the Consultant for work completed and delivered in a satisfactory manner as required by this Contract under a time and materials basis, not to exceed the amount specified in Exhibit A unless approved by WSTIP in writing and signed by both Parties. The fees paid shall be the Consultant's full compensation for work performed or services rendered, including all labor, materials, supplies, equipment, incidentals necessary to complete the work, and applicable Washington State sales or use, applicable Business and Occupation tax, and all other taxes and fees typically the responsibility of a Consultant. The terms of payment shall be governed by the applicable provisions described in this Agreement. The Consultant shall be paid for work performed and authorized under this Contract at the hourly rates set forth in Exhibit A herein unless expressly modified by agreement of the parties in writing. The Consultant's hourly rates shall include all the Consultant's labor expenses of any kind whatsoever. Hourly rates shall also include all costs for overhead, taxes, and profits. The Consultant shall not be paid unless it has submitted to WSTIP a request for payment in the form of an invoice approximately once per month. WSTIP will review said invoice and pay amounts owing within 30 days of receipt of Consultant's invoice. WSTIP is not obligated to pay Consultant for any unauthorized work or for any work for which the charges are reasonably believed to be excessive or inaccurate.

B. TRAVEL

Consultant shall be reimbursed for actual transportation and subsistence costs that are necessary for the performance of this contract, and which are pre-approved by the WSTIP Representative in writing, and in no case will reimbursement exceed Washington State per diem rates. Any approved air travel by Consultant shall be limited to coach class or equivalent. Travel by private auto shall be reimbursable at a rate not to exceed the Internal Revenue Service's mileage reimbursement rate in effect at the time of travel. Exceptions to travel reimbursement may only be approved by the WSTIP Executive Director in writing upon proof by Consultant to the Executive Director's satisfaction that an exception is warranted.

SECTION III General Terms & Conditions

A. DURATION

This Contract shall commence as of the date indicated below and shall continue [fill in years] or until terminated by either party giving the other party at least thirty (30) days written notice of such termination. Notice shall be deemed to have been given when physically delivered to the recipient, or receipt of an email is acknowledged by the recipient. In the event of cancellation by either party, WSTIP may specify in writing the services that are to be reasonably performed by Consultant until the date of termination. However, Consultant shall perform no further services which are not previously approved or specified after Notice of Cancellation by WSTIP. On or before termination of this Contract, Consultant agrees to deliver to WSTIP all records, notebooks, files, materials, reports, data, and other information pertaining to the services performed for WSTIP. In the event of termination, WSTIP shall pay Consultant for all approved contract costs incurred prior to termination. Consultant shall not be entitled to compensation for lost profits or expectations of profit, or any other amount under any theory of recovery not specified in this Contract due to early termination of this contract.

At WSTIP's discretion, this Contract may be extended for additional terms of up to [#] of years not exceeding the original term] provided this Contract was originally approved by the WSTIP Executive Committee.

B. RELATIONSHIP OF THE PARTIES

The parties intend that an independent Contractor relationship will be created by this Agreement. WSTIP is interested primarily in the results to be achieved; how best to achieve these results will be determined by Consultant after consulting with WSTIP. No agent, employee, servant or representative of Consultant shall be deemed to be an employee, agent, servant or representative of WSTIP for any purpose, and the employees of Consultant are not entitled to any of the benefits that WSTIP provides to its employees. WSTIP shall not have any control over the manner, mode, or means by which Consultant, its agents, or employees, render the services required under this Contract, except as otherwise set forth. WSTIP shall have no authority in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

C. ASSIGNMENT

Consultant shall not assign any interest in this Contract and shall not transfer any such interest to any third party, without WSTIP prior written consent.

D. DISCLOSURE

Consultant agrees to keep confidential any information obtained by Consultant, or its employees, or any person under its control in the course of the services performed under this Contract, and to refrain from publishing or revealing any information acquired by Consultant in the course of these services, without the written consent of WSTIP.

Documents related to Consultant's work under this Contract may be subject to disclosure under the Washington Public Records Act, subpoena, or other legal authority. In the event of a request pursuant to the Public Records Act for any such documents, Consultant will cooperate fully in the WSTIP's legal obligations. Further, Consultant will not destroy any documents related to Consultant's work without first obtaining written

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authority from the WSTIP Representative.

E. DISPUTES

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both Parties. If the Parties do not reach such resolution within a period of 30 days from the date the dispute first arose then, upon written notice by a Party to the other, all disputes, claims, questions, or differences shall be referred to *non-binding* mediation by a neutral and independent mediator, selected in accordance with the rules of the American Arbitration Association (AAA) for selection of a mediator. The Parties will share equally in the cost of mediation services and bear their own costs of legal counsel. Mediation shall be a pre-requisite to the filing of any litigation arising out of this Contract.

This Contract shall be construed and enforced in accordance with the laws of the State of Washington, and the Parties agree that in any litigation, jurisdiction and venue shall be in the Superior Court in and for the County of Thurston, and this Contract will be interpreted in accordance with the laws of the State of Washington. The prevailing Party in any legal action shall be entitled to recovery of their attorney fees and costs.

F. NONWAIVER

The failure of WSTIP to insist upon or enforce strict performance of any provision of this contract shall not be construed as a waiver or relinquishment to any future enforcement of such contractual term.

G. AUDIT RIGHTS/PUBLIC RECORD RETENTION

WSTIP shall have the right to inspect and copy Consultant's records pertaining to this Contract upon written request without charge to WSTIP. Copies charges will be the responsibility of WSTIP. Failure to promptly provide said records shall constitute a default of this Contract and entitle WSTIP to reasonable attorney fees and costs to recover the records, plus require Consultant to indemnify WSTIP against any damages, statutory penalties, and fines for failure to promptly comply with WSTIP's request for inspection.

H. WORK PRODUCT

All "work product," which includes but is not limited to, all documentation, data, studies, surveys, drawings, maps, photographs, and any object or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks, or other intellectual property developed for or in connection with this contract, shall be work for hire and shall be the property of WSTIP unless otherwise agreed to by the Parties in writing. Consultant does hereby transfer and assign any rights that it has in the Work Product, or that may arise out of or in connection with this contract, to WSTIP. WSTIP's rights to Consultant's work product shall survive termination of this contract.

I. INDEMNIFICATION - HOLD HARMLESS

The Contractor shall defend, indemnify and hold WSTIP, its board members, agents, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of, or in connection with, the performance of this Agreement, except for injuries and damages caused by the sole negligence of WSTIP.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then,

in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and WSTIP, its board members, agents, officers, employees and volunteers, the Consultant's indemnification liability hereunder shall be only to the extent of the Consultant's negligence. ***It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.*** The provisions of this section shall survive the expiration or termination of this Agreement.

J. INSURANCE

Consultant shall obtain insurance of the types described below:

Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, as determined by WSTIP, the policy shall be endorsed to provide contractual liability coverage.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. WSTIP shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for WSTIP using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage acceptable to WSTIP.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Errors and Omission Liability insurance appropriate to the Consultant's profession.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
3. Errors and Omission Liability insurance with no less than \$1,000,000 per claim and \$1,000,000 aggregate limit.

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

1. The Consultant's insurance coverage shall be primary insurance as respect to WSTIP. Any Insurance, self-insurance, or re-insurance coverage maintained by WSTIP shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to WSTIP.

Other insurance requirements: All insurance coverage obtained by Consultant as required by this Contract shall be purchased from insurers with a current A.M. Best rating of not less than A: VII or as otherwise approved by WSTIP in writing. Consultant shall furnish WSTIP with original certificates and a copy of the amendatory endorsements, evidencing the insurance requirements have been met to WSTIP's satisfaction before commencement of the work. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the same insurance requirements as stated herein for the Consultant.

K. SEVERABILITY

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed, in all respects, as if such invalid or unenforceable provisions were omitted.

L. HEADINGS

The headings used in sections of this contract 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 of this contract.

M. ENTIRE CONTRACT

Consultant and WSTIP understand and agree that this document constitutes the entire understanding between the parties regarding the work or services described herein, and that this contract supersedes all other prior agreements and understandings, whether oral or written. This Contract shall not be modified or amended, except in writing, signed by both parties. Consultant had a reasonable opportunity to review this Contract and consult with legal counsel prior to signing.

N. ELECTRONIC SIGNATURE AUTHORIZED

The parties agree that all required signatures with respect to this Contract may be electronic under RCW 19.360.020.

**WASHINGTON STATE TRANSIT
INSURANCE POOL**

[Consultant Name]

By: _____
Tracey Christianson, Executive Director

By: _____
[Name and title]

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF WORK

Detailed Description:

[Fill in]

Compensation/Not to Exceed Amount:

Compensation will be based on current Consultant's billing rates plus direct expenses and will be billed on time and materials only, not to exceed initial allowance of \$[]. Rates for Consultant shall be as follows:

[Fill in]