



CONSTRUCTION

AGREEMENT FOR PROFESSIONAL SERVICES

Fixed Price Form of Agreement

Job Description: _____

GLY Job No.: _____

Contract No.: _____

Document No.: _____

Consultant: _____

THIS AGREEMENT, made and entered into this _____ "Contract Date", by and between **GLY Construction, Inc.**, hereinafter referred to as "Contractor," and _____, hereinafter referred to as "Consultant" to provide certain professional services, and

WHEREAS, the parties desire to set forth the terms and conditions under which the said professional services shall be performed;

NOW THEREFORE, in consideration of those promises and of the mutual covenants herein, the parties agree as follows:

ARTICLE 1 PROJECT AND SCOPE OF SERVICES

1.1 In connection with the construction of the _____ ("Project"), pursuant to directions prepared by _____ ("Architect") for _____ ("Owner"), Consultant agrees to perform for Contractor the Scope of Services described below ("Services"), including all items and services necessary or incidental to the complete performance of those Services.

SCOPE OF WORK

- 1.2 The Services performed shall be in strict accord to those Services described and terms hereof, unless modification thereto are reduced in writing and signed by authorized representatives of both the Contractor and Consultant. However, if requested by Contractor, Consultant shall, within ten (10) calendar days, submit a reasonable price quotation for proposed changes and if accepted by Contractor, perform the changes without delay.
- 1.3 Consultant shall advise Contractor of options which may be utilized in the performance of Services, including type, sequence and scheduling of Services.

ARTICLE 2 CONTRACTUAL RELATIONS

2.1 In performing its Services under this Agreement, Consultant shall operate as, and have the status of, an independent contractor and shall not act as or be an agent or employee of Contractor. As an independent contractor, Consultant will be solely responsible for determining the means and methods for performing the services.

ARTICLE 3 COMPENSATION AND PAYMENT

- 3.1 As full consideration for the proper performance of the Services, the parties agree Consultant shall be paid the sum of _____ subject to additions or deletions by Change Order.
- 3.2 On or about the 25th day of each month, Consultant shall submit invoices to Contractor, in duplicate, indicating the Services performed during the month and the charges therefor. Each billing shall be provided with sufficient detail and substantiation documentation as the Contractor may reasonably request to evaluate charges contained therein.
- 3.3 Within thirty (30) calendar days after receipt of an invoice, Contractor shall pay Consultant the full amount of the invoice, however, if Contractor objects to all or any portion of any invoice, it shall notify Consultant within ten (10) calendar days from the date of receipt of invoice of its objection and both parties shall immediately make every effort to settle the disputed portion of the invoice prior to the date that payment is due. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment is due, Contractor will pay only that portion that is not in dispute.
- 3.4 When required by Contractor and as a prerequisite to payment, Consultant shall provide in a form satisfactory to Contractor partial lien or claim waivers and affidavits from Consultant and its subcontractors and suppliers for completed work. Such waivers may be conditional on payment.
- 3.5 All reports, drawings, data sheets, recommendations, photographs, computer print-outs, design criterion, calculations and materials of a similar nature covered by payments hereunder shall become the property of Contractor and as such are not to be revealed or distributed to other parties, except as otherwise directed by Contractor or as specified in paragraph 1.1 above. Consultant shall comply with all reasonable requests of Contractor so that Contractor may protect and preserve all property interests herein conveyed.



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ARTICLE 4 INSURANCE AND INDEMNITY

- 4.1 Consultant shall, at his expense, procure and maintain insurance on all of his operations, in companies acceptable to Contractor as required in **EXHIBIT "A" INSURANCE REQUIREMENTS**.
- 4.2 The Consultant shall defend, indemnify and hold the Contractor, Owner and their officers, directors and employees harmless from and against all damages, losses judgments arising from any claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its sub-consultants or employees, and/or a breach of a mutually agreed contractual obligation extending outside the standard of care, and arise under this Agreement.

The Contractor shall defend, indemnify and hold the Consultant and their officers, directors and employees harmless from and against all damages, losses judgments arising from any claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are caused by the acts or omissions of the Contractor, its subcontractors or employees and arise under this Agreement.
- 4.3 Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability acts or other employee benefits acts; provided Consultant's waiver of immunity by the provisions of this paragraph does not include or extend to any claims by Consultant's employees directly against the Consultant.

Consultant Initials Acknowledging Agreement: _____

ARTICLE 5 ASSIGNMENT AND SUBCONTRACTING

- 5.1 Any subletting or assignment of this Agreement, or any portion of the services, or any amount due or payable hereunder, made by Consultant without the prior written consent of Contractor shall be void. Consultant agrees that if any portion of the Services covered by this Agreement is further subcontracted, then such sub-Subcontractor shall be bound by and observe the provisions of this clause to the same extent as herein required by Consultant, and that a copy of this clause imposing such obligations upon the sub-Subcontractor shall be included in any further agreement.

ARTICLE 6 TERMINATION

- 6.1 Contractor shall have the right to terminate this Agreement, in whole or in part, with or without cause, by providing Consultant seven (7) days' written notice of termination. Upon expiration of the seven (7) days, this Agreement will terminate and Consultant shall be paid the amount earned or reimbursable to it hereunder to the time specified in the notice of termination, including all reasonable costs incurred by Consultant in connection with discontinuing the Services referenced herein. Consultant shall have no further claim against Contractor with respect to such termination.
- 6.2 This Agreement may be terminated by Consultant, with or without cause upon thirty (30) days' written notice to Contractor. On expiration of the thirty (30) days, this Agreement will terminate and Consultant shall be paid the amount earned hereunder to the date of termination. Consultant shall have no further claim against Contractor with respect to such termination.

ARTICLE 7 TAXES AND PERMITS

- 7.1 Consultant agrees to pay and comply with and hold Contractor harmless against the payment of all contributions, premiums or taxes of whatever nature, including any interest or penalties, which may be payable by it under any federal, state or local laws arising out of the performance of this Agreement.
- 7.2 Consultant shall obtain and pay for all permits, licenses, fees and certificates of inspection which may be necessary for the prosecution and completion of its duties and obligations hereunder, and shall arrange for any applicable inspections and approvals by public officials.

ARTICLE 8 LAWS, REGULATIONS AND ORDINANCES

- 8.1 Consultant agrees to be bound by, and at its own cost, comply with all federal state and local laws, codes, ordinances regulations and licensing requirements applicable to the performance of its duties and obligations hereunder.

ARTICLE 9 DISPUTE RESOLUTION

- 9.1 In the event of any Claim, dispute Claim or disagreement arising under this Agreement, it is mutually agreed that the parties will pursue resolution under the dispute resolution provision(s) on the General Contract between Owner and Contractor. In the event no dispute resolution method is specified in the General Contract, disputes or claims hereunder shall be resolved through mediation and, if mediation attempted in good faith by the parties fails, by litigation under the laws of the State of Washington.



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ARTICLE 10 CONFIDENTIALITY

10.1 No public news release, advertising, or other disclosure of Confidential Information may be released without Contractor's written approval. Confidential Information, as used herein, shall mean all project information, including but not limited to, business plans, customer lists, prospective customers, leases, financial statements, project lists (current and past) and devices disclosed or made available to Consultant and its subconsultants. Examples of this restriction are the use of the project in advertising, internal or external newsletters, brochures, and news releases to media sources of any kind. To request approval to utilize this project for such purposes, please provide a complete copy of the proposed release and a listing of the agencies or uses for which it is intended, to the office of Contractor. Approval requests will be promptly processed. Consultant acknowledges and agrees that Confidential Information is confidential, proprietary to and a valuable trade secret and that any disclosure or unauthorized use thereof will cause irreparable harm and grave loss. Consultant agrees not to disclose any such Confidential Information without prior permission from Contractor. The restrictions and obligations of this Article shall survive any expiration, termination or cancellation of the Agreement and shall continue to bind all parties, their successors and assigns.

ARTICLE 11 OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

11.1 All documents and information prepared or provided by the Consultant or its subconsultants are and shall be the property of Contractor. In addition, Contractor shall have the right without limitation, to access and use all computer aided design data and programs (CADD) utilized by the Consultant in the performance of Consulting services furnished in connection with this Agreement. All materials and information that are the property of Contractor and all copies or duplications thereof shall be delivered to Contractor by Consultant, if requested by Contractor, upon completion of services. Consultant may retain one complete set of reproducible copies of all such design data, drawings, estimates, calculations and specifications.

ARTICLE 12 MISCELLANEOUS

- 12.1 Contractor's waiver of a breach of the provisions of this Agreement shall be made only in writing and shall not affect any other or future breaches. Contractor's remedies herein are cumulative and in addition to other remedies in law or equity.
- 12.2 In the event any term or provision of this Agreement is deemed void or unenforceable, it shall not thereby invalidate or be construed to invalidate any other term or provision of this Agreement, which shall remain in full force and effect.
- 12.3 This Agreement represents the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or statements whether oral or written, shall be binding on either party.
- 12.4 IMPORTANT: Do Not Alter This Agreement. All requests for modifications or clarifications to any aspect of the scope or exclusions should be directed to GLY Project Manager, _____. All requests for modifications or clarifications to the Terms and Conditions or other contract provisions, should be directed to GLY Contracts Manager, _____.
- 12.5 The exhibits to this Agreement, as may be identified below, and any other documents referenced herein, are incorporated in this Agreement as fully as is set out in full at the place of reference.

Item	Description
	Exhibit "A" - Insurance Requirements

ARTICLE 13 SAFETY

- 13.1 Consultant shall be responsible to guarantee all reasonable and necessary safety precautions pertaining to Services and the conduct thereof, including, but not limited to, compliance with all applicable laws, ordinances, rules, regulations and orders issued by public authority, whether federal, state, local, OSHA, DOSH or other State or Federal regulatory agency, and any safety measure requested in good faith by Contractor, including substance abuse testing, all without additional cost to the Contractor should occasion arise necessitating Consultant, Consultant's subconsultants and/or their respective employees or agents to be present on the project site.
 - .1 Consultant is fully responsible for ensuring the following requirements are met at all times while on the project site
 - (1) All Consultant's employees, agents and visitors are to be equipped with and wear approved safety gear, including a safety vest, a hard hat, and eye protection.
 - (2) Consultant's personnel on site agree to immediately notify Contractor of any injuries to Consultant's workmen related to Services under this Agreement and to notify Contractor of any claims made or legal action taken against the Consultant related to safety on this Project.
- 13.2 Consultant agrees to defend, indemnify, and hold Contractor harmless from any governmental agency claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or are related to Consultant's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or obligations hereunder associated with Services performed under this Agreement.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year above written.

CONTRACTOR:

GLY Construction, Inc.

200 112th Avenue NE, Ste. 300

P.O. Box 6728

Bellevue, WA 98008-0728

Tel: 425.451.8877 | Fax: 425.453.5680

Authorized Signature: Project Manager

CONSULTANT:

Authorized Signature

Consultant Federal Tax Identification No.

Consultant State Tax No. (UBI)



EXHIBIT "A" INSURANCE REQUIREMENTS

1 **Consultant Coverage Requirements.** Consultant shall, at its expense, procure and maintain, at a minimum, the following insurance coverages and limits, which shall be maintained with policy forms and deductibles satisfactory to Contractor on all of its operations, in companies acceptable to Contractor, which shall maintain a minimum A.M. Best Rating of A- VII or better as follows:

- .1 Workers' Compensation and Employer's Liability Insurance (Stop Gap): Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability (Washington Stop Gap) insurance shall be provided in amounts as specified below. If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- .2 General Liability and Umbrella / Excess Insurance: Consultant shall carry an Occurrence Form Commercial General Liability Insurance (including Umbrella / Excess policies if necessary to meet the minimum limits as specified below) covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: (1) premises and operations; (2) products and completed operations; (3) contractual liability insuring the obligations assumed by Consultant in this Agreement; (4) broad form property damage; (5) explosion, collapse and underground hazards including subsidence; (6) personal injury liability; and any other type of claim for which Consultant may be responsible for under this Subcontract Agreement. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply on a per project basis.
- .3 Automobile Liability Insurance: Consultant shall carry automobile liability insurance in amounts as specified below, including coverage for all owned, hired and non-owned automobiles. If Consultant's Scope of Work involves transporting of hazardous waste, Consultant shall include MCS 90 endorsement in accordance with the Motor Carrier Act of 1980.
- .4 Professional Liability Insurance (E & O): If and to the extent Consultant's Work calls for or requires Professional Services, including but not limited to any design, engineering, surveying, consulting, inspecting, testing or any other professional service to be provided by or performed by a qualified professional, including instances of Consultant self-performance, Consultant shall provide, or require its design professional to provide, Professional Liability (Errors and Omissions) Insurance covering liability for claims that arise from the negligent errors, omissions or acts of said professional in the amount specified below. Policy shall include contractual liability coverage and be effective at a minimum from commencement of the professional activities in connection with the Scope of Work covered under this Subcontract Agreement throughout the statute of limitations period following substantial completion of the Project.
- .5 Policy Limits: The following minimum Policy Limits must be met. An Umbrella / Excess Policy may be used to achieve these Policy Limits. If the policy does not have an endorsement providing that the general aggregate limit applies separately to this project, or if defense costs are included in the general aggregate limit, then the required aggregate limits shall be increased by \$1,000,000.

Commercial General Liability, General Aggregate.....	\$ 2,000,000
Products - Completed Ops Aggregate	\$ 2,000,000
Personal & Advertising Injury.....	\$ 1,000,000
Each Occurrence.....	\$ 1,000,000
Auto Liability.....	\$ 1,000,000
Washington Stop Gap (Employers Liability).....	\$ 1,000,000
Umbrella / Excess Liability.....	\$ 2,000,000
Professional Liability (Errors and Omissions)	\$ 2,000,000
- .6 Additional Insureds: **GLY Construction, Inc.,** _____ **and their respective officers, directors and employees** shall be expressly named as Additional Insureds under the insurance policies required under this Agreement. The policy(s) shall stipulate that the insurance afforded the Additional Insured shall apply on a Primary and Non-Contributory basis and that any other insurance carried by any of them will be excess only and will not contribute with this insurance. An appropriate Primary / Non-Contributory Additional Insured Endorsement Form evidencing such coverage and specifically stating that the Additional Insured status shall apply to ongoing and completed operations, must be provided to Contractor along with the Certificate of Insurance. All coverages and endorsements must be in effect prior to commencement of work and remain in effect, renewed or reissued as necessary, for a minimum of six years beyond substantial completion of the Project or such other time as may be required by the Contract Documents.
- .7 Compliance: Contractor may take such steps as are necessary to assure Consultant's compliance with his obligations under this Section. In the event Consultant fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage as is required to protect Contractor's interests and charge the expense to Consultant, or terminate this Agreement for default in accordance with Article 10 of the Subcontract Terms and Conditions.



EXHIBIT "A" INSURANCE REQUIREMENTS

- .1 The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Consultant of the duties and responsibilities by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Consultant will comply with such requirements.
- .2 Failure of Contractor to enforce in a timely manner any of the provisions of this Section shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions of this Section must be delineated in the Contract Documents.
- .3 Forty-five (45) days written notice must be given to certificate holders (GLY and Owner), prior to cancellation of any policy required hereunder.
- .4 Consultant shall either (1) require all parties performing Work under this Agreement to procure and maintain insurance coverage of the type and in the amounts as appropriate for their scope of work, or (2) insure the activity of such parties under its own policy(s).
- .5 Consultant specifically agrees to defend, indemnify and hold Contractor harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Subcontract including such claims, or losses for which Consultant has failed to obtain insurance coverages as required in this Exhibit "A."
- .8 No Limitation: The insurance coverages maintained by the Consultant shall in no way limit Consultant's indemnity obligations or other liabilities under this Agreement.
- .9 Certificates of Insurance: Certificates of Insurance with applicable endorsements are strictly required under this Subcontract. Consultant will be required to leave the job site, assuming risk of resulting penalties, liabilities or damages associated therewith, and payments will be held until the following insurance requirements are met and a certificate of insurance with applicable endorsements evidencing such coverage is provided to Contractor.
 - .1 Reference to GLY job number _____ and job name _____ must specifically be shown on the certificate.
 - .2 Consultant must provide required endorsements along with the Certificate in order to have met its obligations under this provision.
 - .3 FORWARD THE CERTIFICATE TO:
Email: riskm@gly.com or Fax **425.519.4393** or
US Mail: **Attn: Risk Management, PO Box 6728, Bellevue, WA 98008-0728**

