



AGREEMENT FOR PROFESSIONAL SERVICES

Unit Price Form of Agreement

CONSTRUCTION

Job Description: {Projects.Name}

GLY Job No. {Projects.Number}

Contract No. {Contracts.ContractNumber}

Document No.: {DocumentsWord.Number}

THIS AGREEMENT, made and entered into this ({Contracts.ContractDate} "Contract Date"), by and between **GLY Construction, Inc.**, hereinafter referred to as "Contractor," and **{ToCompany.Name}**, 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 **{Projects.Name}** ("Project"), pursuant to directions prepared by _____ ("Architect") for **{LegalDocInfo.Owner}** ("Owner"), Consultant agrees to perform for Contractor the Scope of Services described below ("Services"), including all things necessary or incidental to the complete performance of those Services.

{Contracts.Notes}

1.2 The Services performed shall be in strict accord 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 performance of the Services, Contractor agrees to pay Consultant the compensation provided for in the Schedule of Unit Prices set forth below. Notwithstanding any other provision of this Agreement, Services shall be performed on a time and materials basis.

.1 Schedule of Unit Prices:

The unit prices listed below are to be applied to all the work performed under the contract. Prices listed incorporate the full cost of the work including all labor, miscellaneous supplies, equipment, taxes, overhead and profit.

Item	Description	Unit Price	Unit of Measure
{Contract SchedOf Values.ItemNumber}	{ContractSchedOfValues.Description}	{ContractSchedOf Values.UnitPrice}	{ContractSchedOfValues.UOM}

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.



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- 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.

ARTICLE 4 INSURANCE AND INDEMNITY

4.1 Prior to commencing the performance of the Services referenced herein, Consultant shall procure and maintain, at its own expense for such insurance coverages (including endorsements) as will insure the provisions of this Article and other contractual indemnifications assumed by Consultant in this Agreement, for as long as this Agreement is in effect or such longer periods as set forth herein, to the fullest extent insurable, but not less that the coverage and limits specified in Paragraph 4.2 below in a form and from insurers acceptable to Contractor.

- .1 General Liability Insurance: Consultant shall carry Commercial General Liability insurance (including umbrella policies if necessary to meet the coverage minimums 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 (including completed operations); (5) explosion, collapse and underground hazards; and (6) personal injury liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit, where applicable, shall apply separately to Consultant's work under this agreement.
- .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 Commercial Liability insurance is provided by a Commercial General Liability policy (whether the Occurrence or the Claims Made form), then Consultant's Automobile Liability Insurance Policy shall include coverage for automobile contractual liability.
- .3 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.
- .4 Professional Liability (Errors and Omissions): Consultant shall procure and maintain throughout the duration of the Project and for a period of not less than three years thereafter, Professional Liability Insurance with minimum limits as set forth below.

4.2 Policy Limits: The following minimum Policy Limits must be met. An Umbrella 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.

General Liability, 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
Professional Liability (Errors and Omissions).....	\$ 2,000,000

4.3 Additional Insureds: **GLY Construction, Inc. and {LegalDocInfo.Owner}** and their respective officers, directors and employees shall be named as additional insureds under the Occurrence form Commercial General Liability and Auto Liability Policy(s). The policy(s) shall stipulate that the insurance afforded the additional insured shall apply as primary insurance and that any other insurance carried by Contractor, his officers, his directors and his employees or Owner will be excess only and will not contribute with this insurance. An appropriate Additional Insured Endorsement Form evidencing such coverage must be provided to Contractor along with the certificate of insurance. All endorsements must be in effect prior to commencement of work and remain in effect, renewed or reissued as necessary, throughout the period of time required by Contract.

4.4. Compliance: Contractor may take such steps as are necessary to assure Consultant's compliance with his obligations under this Article. 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.

- .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.



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- .2 Failure of Contractor to enforce in a timely manner any of the provisions of this Article 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 Article must be delineated in the contract documents.
- 4.5 Certificates of Insurance: Certificates of Insurance with applicable endorsements are strictly required under this Agreement. 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 **{Projects.Number}** and job name **{Projects.Name}** must specifically be shown on the certificate.
 - .2 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**
- 4.6 Consultant agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, including the loss of use thereof, arising from or in any manner connected with the execution of the Services under this Agreement or occurring or resulting from the use by Consultant, its agents or employees, of materials, equipment, instrumentalities on other property, whether the same be owned by Contractor, Owner, Consultant or third parties; and, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Contractor, Owner and their agents and employees from and against all such claims, damages, losses and expenses, including without limitation claims for which Contractor or Owner may be or may claim to be liable, and legal fees and disbursements paid or incurred to defend any such claims or to enforce the provisions of this Article.
- 4.7 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, assignment or hypothecation 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 Consultant. 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.



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ARTICLE 9 DISPUTE RESOLUTION

9.1 In the event of any Claim, dispute or disagreement arising under this Agreement, it is mutually agreed that upon written notice of either party, both the Contractor and Consultant will use all good faith efforts to settle such Claim, dispute or disagreement in a manner that is fair and equitable to both parties before either exercises their right to further dispute resolution processes. Contractor and Consultant further agree, that in the event such efforts do not result in a mutually agreeable settlement, both Contractor and Consultant agree to further attempt resolution through exercising their best efforts in good faith to resolve said Claims, disputes or disagreements through mediation services agreeable to both parties prior to commencement of arbitration or litigation, provided, however, that legal or equitable proceedings may be instituted prior to mediation whenever any applicable statute of limitations may or will run prior to the time that mediation can be completed, and provided, further, that the parties agree that any such legal or equitable proceedings shall be stayed, if consistent with applicable law and if the rights of the parties will not be prejudice thereby, for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order

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, {Projects.ProjectManager}. All requests for modifications or clarifications to the Terms and Conditions or other contract provisions, should be directed to GLY Contracts Manager, Jill Lenhart.
- 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
{ContractInclusions.ItemNumber}	{ContractInclusions.Description}

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, WISHA or other State or Federal regulatory agency, and any safety measure requested



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in good faith by Contractor, 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.

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.

15 Lake Bellevue Drive, Suite 200

P.O. Box 6728

Bellevue, WA 98008-0728

Tel: 425.451.8877 | Fax: 425.453.5680

Authorized Signature: {Projects.ProjectManager}, Project Manager

Date: ____ / ____ / ____

CONSULTANT:

{ToCompany.Name}

{ToContact.DisplayAddress}

Authorized Signature

Date: ____ / ____ / ____

Consultant Federal Tax Identification No.

Consultant State Tax No. (UBI)

