

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, which is referred to hereinafter as “this Agreement”, is made and entered by and between BHC Consultants, LLC (“BHC”) and City of Tenino (“CLIENT”) and is effective as of the last date written below. BHC and CLIENT are sometimes referred to in this Agreement individually as “party” and together as “parties”.

Project: _____

Scope of Services

The scope of services to be performed, and the schedule and compensation for performing those services, shall be as described on Attachment “A”, attached, hereby incorporated into this Agreement. The GENERAL CONDITIONS stated below are part of this Agreement.

In witness whereof, the parties have made and executed this Agreement.

BHC Consultants, LLC

City of Tenino

(Client)

By: Ron Dorn

By: _____

Title: President

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

GENERAL CONDITIONS

Independent Contractor: BHC is an independent contractor and is not an agent or employee of CLIENT.

Assignment: Neither party may assign this Agreement or any rights or responsibilities under it, whether during performance or after performance, without first obtaining the other party’s written consent.

Compliance with Laws, Permits and Licenses: BHC shall comply with responsible interpretations of applicable laws, regulations, ordinances and permits that are in effect at the time of performance.

Taxes: BHC shall comply with applicable federal, state and local tax laws.

Provision of Documents: CLIENT shall provide BHC with pertinent information and documents concerning the CLIENT’s requirements for the Project. This includes drawings, specifications, schedules and other information prepared by or available to CLIENT pertinent to the services. BHC is entitled to rely upon the completeness and accuracy of the documents and information provided by CLIENT.

Authorization: BHC shall begin performance upon receipt of a copy of this Agreement bearing the CLIENT’s signature unless stated otherwise in writing.

Changes and Additional Services: CLIENT and BHC may agree to modify the scope of services and may agree to the performance of additional services for additional compensation. All changes shall be in writing and shall take effect only when signed by both parties.

Invoicing: BHC shall submit monthly progress billings to CLIENT. If services are performed on a lump sum fee basis, progress billings shall be on a percent-complete basis. If services are performed on a time-and-materials basis, progress billings shall itemize actual hours worked, equipment, outside services and a brief description of the services provided; hourly rates shall be in accordance with the current BHC Rate Schedule.

Payment: Payment to BHC for services performed and reimbursable costs incurred shall be made within 30 days of receipt of invoice. All payments shall be delivered to: BHC Consultants, LLC, 1601 Fifth Avenue Suite 500, Seattle WA 98101.

Termination for Convenience: CLIENT, for its convenience, may terminate this Agreement in whole or in part at any time by written notice, which shall state the extent and effective date of such termination. CLIENT shall reimburse BHC for reasonable costs necessarily incurred by BHC following receipt of the notice of termination.

PROFESSIONAL SERVICES AGREEMENT

Termination for Default: Either party may terminate this Agreement if the other party substantially fails to meet its obligations under this Agreement. Said termination will become effective upon five business days' written notice unless the defaulting party cures the default within that five-day period or provides satisfactory evidence to the non-defaulting party within the five-day period that such default will be cured within a satisfactory time.

Records: BHC shall maintain all records pertaining to the Project for a period of not less than two years. These shall be available to CLIENT for its review upon reasonable notice.

Confidentiality: BHC will not disclose any documents, reports, disclosures, plans or other information that CLIENT identifies as proprietary or confidential to any third party except as necessary to perform services pursuant to this Agreement or except as required by law.

Ownership of Documents: All documents prepared by BHC pursuant to this Agreement are instruments of service intended for use solely with respect to this Project. These instruments of service shall become the property of CLIENT upon CLIENT's full performance of its payment obligations under this Agreement. Any use of the instruments of service on a different project, or on this project following a termination of this Agreement when BHC is not in default, by CLIENT or others shall be without liability on the part of BHC or its employees or subconsultants.

Insurance:

A. BHC shall maintain continuously during the life of this Agreement the following minimum insurance requirements:

1. Worker's Compensation Insurance per Washington statutes.
2. Commercial General Liability with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death in any one occurrence or in the aggregate and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence or in the aggregate.
3. Automobile Liability covering all owned, non-owned, or hired vehicles used by BHC with combined single limits of not less than \$1,000,000.
4. Professional Liability Insurance in the amount of \$2,000,000 per claim and annual aggregate covering BHC's negligent professional acts, errors, or omissions.

BHC will provide CLIENT with evidence of the above-stated coverages upon written request received.

B. CLIENT will carry Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and policy aggregate. CLIENT will carry, or will require the Contractor to carry, builder's risk insurance for the full replacement value of the completed Project.

C. Except to the extent that it impairs coverage, each party waives all claims for recovery of costs, losses and damages from the other to the extent covered by insurance carried by or for the benefit of the party incurring the costs, losses or damages.

Construction: Only CLIENT has the right to reject or stop work of its contractors or agents. BHC will notify CLIENT of non-conforming work performed by the CLIENT's contractor(s) coming to the attention of BHC, but BHC is not responsible for inspecting the construction work or for performing exhaustive observations of the construction work. BHC is not responsible for, and does not have control or charge of, the specific means, methods, techniques, sequences or procedures employed by the CLIENT's contractor(s) or for jobsite safety or jobsite safety programs. BHC is not responsible for any failure on the part of the contractor(s) to perform work in accordance with the plans and specifications.

Laws: This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Washington.

Force Majeure: BHC shall not be liable for failure to perform when its performance is hindered or prevented by an occurrence beyond the reasonable control of BHC.

No Third Party Rights: All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the parties hereto. There shall be no third party beneficiaries of this Agreement.

No Consequential Damages: BHC and CLIENT waive all claims for consequential damages against each other for claims, disputes, and causes of action arising out of or related to this Agreement and/or the Project.

Dispute Resolution: CLIENT and BHC agree that all disputes between them arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, that cannot be resolved by direct discussions shall be submitted to and considered in nonbinding mediation before either party may commence litigation. Unless the parties subsequently agree otherwise, the mediation shall be administered by the American Arbitration Association in Seattle acting under its Construction Industry Mediation Rules.

Entire Agreement: This Agreement, including Exhibits incorporated herein by reference, states all of the terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous written and unwritten negotiations, proposals, representations, commitments and agreements. This Agreement may be modified only by way of an instrument signed by authorized representatives of both parties.