

PO TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

The following terms and conditions apply to all purchases of Services by or on behalf of the City unless specifically provided on the Purchase Order and/or incorporated by reference herein.

1. SCOPE OF SERVICES:

1.1. Consultant shall perform and complete the Services described on the front of this document or reasonably inferable there from.

1.2. Consultant shall not have any interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.3. Consultant shall employ only persons duly licensed by the State of Washington to perform the professional services required under this Agreement for which applicable Washington law requires a license.

2. TERM:

2.1. Consultant will begin providing Services upon issue date of the Agreement and will complete Services on the expiration date printed on the front of this document or upon satisfactory completion of the services described herein and final payment by the City.

2.2. Consultant shall not initiate, or otherwise begin any service covered by this Agreement until notification to proceed is provided by the City.

2.3. Prior to the expiration of the term of this Agreement, or any renewal or extensions thereof, the City may, in its sole discretion, renew the Agreement for additional term(s) upon the same terms and conditions.

3. COMPLIANCE WITH LAWS:

3.1. The Consultant shall comply with all current federal, state, and local laws and ordinances.

3.2. Governing Law. The Agreement will be governed by the laws of Washington. Venue shall be King County, WA.

4. STANDARD OF CARE

4.1. Consultant shall perform the services provided for in this Agreement with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The City shall base its determination of the Consultant's fulfillment of the scope of services in accordance with accepted professional consulting standards.

4.2. Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions or negligent acts without additional compensation. The City's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to subsequently correct any errors or omissions.

4.3. Consultant shall respond to the City's notice of any error and/or omissions within 24 hours of written notification from the City. Consultant shall be required to visit the Project Site if directed by the City.

5. INSURANCE: The Consultant shall maintain insurance as described on the front of this document.

6. INDEMNIFICATION:

6.1. The Consultant shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Consultant, its officers, employees, and/or agents in performing this agreement. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives,

as respects to the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Consultant.

6.2. The City shall protect, defend, indemnify, and save harmless the Consultant, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the City, its officers, employees, and/or agents in performing this agreement. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Consultant only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Consultant incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

6.3. The Consultant will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Agreement, (b) the Consultant's outside business activities, or (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results and any claim of the same.

7. OWNERSHIP OF WORK PRODUCT: All data, materials, reports, memorandum and other documents developed under this Agreement whether finished or not are a work for hire and shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Consultant for any purpose other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

8. RESPONSIBILITY OF CONSULTANT:

8.1. Nondiscrimination/Affirmative Action. The Consultant agrees not to discriminate against any employee or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupation qualification.

8.2. Independent Consultant. The Consultant is and shall be at all times during the term of the Agreement an independent Consultant and not an employee of the City. Any and all employees of the Consultant, while engaged in the performance of any Service required by the Consultant, shall be considered employees of the Consultant only and not of the City. Any and all claims that may arise on behalf of said

employees or any third party, while so engaged, shall not be the obligation of the City.

9. SAVINGS CLAUSE: If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court, the remaining parts or portions of this Agreement shall remain in full force and effect.

10. TERMINATION: This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to the City, and the consultant shall be entitled to just and equitable compensation at the rate set forth in the Agreement for any satisfactory work completed prior to the date of termination.

11. NON WAIVER OF RIGHTS: Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.

12. ENTIRE AGREEMENT: This Agreement sets forth all the covenants, conditions, and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

13. FINAL COMPLETION AND PAYMENT:

13.1. Consultant shall maintain time and expense records, and will promptly submit them to the City upon request. The Consultant shall submit invoices to the City for payment for work performed. All invoices must reference the City's Purchase Order number. Invoices shall be in a format acceptable to the City.

13.2. The City shall pay all invoices from the Agreement by mailing a City warrant within 30 days of receipt of a properly complete invoice including compliance with all required and applicable public works and prevailing wage processes.

13.3. All records and accounts pertaining to this Agreement shall be kept by the Consultant for a period of three (3) years after final payment. Copies shall promptly be made available to the City upon request.

13.4. If during the course of the Agreement, the Services performed do not meet the requirements set forth in the Agreement in the City's reasonable discretion, the Consultant shall correct or modify the Services to comply. The City has the right to withhold payment for such work until Consultant fulfills the requirements of the Agreement.