



AGREEMENT FOR PROFESSIONAL SERVICES

Fixed Price Form of Agreement

Job Description: _____

GLY Job No.: _____

Contract 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 Extra Services:

- .a The following conditions apply to Services to be performed for changes in Consultant's Services.
- .b Extra Services must be directed and/or approved by the Contractor.
- .c Consultant shall track authorized time and material Services on work tickets which shall be presented to Contractor for approval and signature on a daily basis. Subsequent change order requests must be accompanied by the signed work tickets.

UNIT PRICES - The following billing rates for time and material Services are valid for the duration of the Project and include tools, equipment and all applicable markups.

Item No.	Description	Unit of Measure	Rate

1.3 Consultant shall advise Contractor of options which may be utilized in the performance of Services, including, but not limited to: 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.

Cost Code	Description	Amount

Total Contract Sum



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- 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. Payment to Contractor by Owner for the amount invoices by Consultant is a condition precedent to payment of Consultant by Contractor.
- 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 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:
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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-tier 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-tier 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



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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.

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.



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- 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 Contractor is using the platform PlanGrid as a means for sharing/distributing written information in lieu of some of the more conventional means/methods (fax, email, mail, etc.) in accordance with the General Contract. Notice of available documentation/information will still be given via conventional means but may refer to a source document posted on PlanGrid. PlanGrid is also a means for the Contractor to give information for which the Consultant can refer back to. The required hardware is a PC with internet connection. Consultant will also be required to have a PlanGrid license. If Consultant does not already have PlanGrid licenses, one can be obtained through PlanGrid at their price or from GLY at its current rate per named user license (no sheet limit). A license obtained from GLY shall be good for one (1) year from date of purchase. If a longer time period is needed it can be renewed for an additional year at the then current rate. The annual rate will be updated each year at the beginning of each calendar year. It is Consultant's obligation to contact Contractor to request access to PlanGrid. To do so, please reach out to Project Coordinator. Lastly, Consultant understands and agrees that each employee is to be the sole user of his/her assigned access password and shall not share or disseminate same; any such action shall constitute a breach of this Agreement by Consultant and may expose Consultant to termination and/or penalties and/or damages.
- 12.5 Consultant shall comply with any Contractor, Owner, or government mandate(s) or directive(s) regarding vaccination status and/or testing for contagious illness. When vaccination is required, Consultant assumes full responsibility for vaccination verification of its employees and the employees of any sub-tier supplier and shall complete and/or provide any documentation required. Consultant attests to the truthfulness and accuracy of any declaration and/or verification provided by it or its sub-tier suppliers and further assumes liability and/or responsibility for fines, penalties, claims, losses, damages and/or costs resulting from any inaccuracy or non-compliance. Consultant shall pass this requirement on in full to its sub-tier consultants, without exception.
- 12.6 **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, Amie Smith at amie.smith@gly.com.
- 12.7 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

12.8 Exclusions:

Item	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, 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



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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.

PO Box 6728, Bellevue, WA 98008-0728

425.451.8877 | Fax 425.453.5680

Authorized Signature: Project Manager

Date

SUBCONTRACTOR:

Authorized Signature

Date



EXHIBIT "A" INSURANCE REQUIREMENTS

1. Consultant Coverage Requirements:

To the fullest extent allowable by law, Consultant shall purchase and maintain such insurance as will protect it from the claims which may arise out of or result from Consultant's operations under this Agreement whether such operations be by itself or by any sub-tier subcontractors, suppliers, vendors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Limits shall be all the Insurance Coverage and/or limits carried by or available to the Consultant, the minimum limits as required herein or as required in the General Contract, whichever is greater.

- 1.1 Workers' Compensation and Employer's Liability Insurance (Stop Gap): Consultant and its sub-tier subcontractors shall provide coverage for industrial injury to their employees (or leased employees as applicable) in strict accordance with the provisions of the State or States in which Project Work is performed or where jurisdiction is deemed to be applicable or regulation. Employer's Liability (Washington Stop Gap) insurance shall be provided in amounts as specified below in Section 1.9. Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime - Jones Act, etc.) basis as required in the applicable jurisdiction.

A Consultant Employer, qualified as a self-insurer, will be so certified by a letter signed by Corporate officer setting forth the limits of any policy of excess insurance (specific and aggregate showing also self-insured retention) covering its employees.

Owner-Operators and/or Sole Proprietors are required to furnish proof of Workers' Compensation Insurance, notwithstanding any statutory exemptions.

- 1.2 General Liability Insurance: Commercial general liability coverage shall be no less broad than ISO policy form CG 00 01 12 07 which shall include but not be limited to products/completed operations; premises and operations; blanket contractual; advertising/personal injury; independent contractors. Coverage shall be on an occurrence form, (including any umbrella/excess). Minimum limits of liability shall not be less than the amounts specified below in Section 1.9.
- .a No exclusions for subsidence shall apply.
 - .b No exclusion for damage to work performed by Consultants (CG 22 94 or similar) shall be attached to the policies.
 - .c No exclusions for cross liability for any person / organization.
 - .d No exclusion for explosion, collapse, underground hazards, and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
 - .e No removal or limitation of the "Damage to Your Work" exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
 - .f No residential exclusion (if residential work is performed).
 - .g If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Consultant shall obtain Contractual Liability - Railroads Endorsement - CG 24 17 or its equivalent.
 - .h Professional Liability Exclusion shall include exception for Construction Means and Methods (CG 22 79 or CG 22 80 or their equivalents).
 - .i Deductibles and/or Self-Insured Retentions shall be made known and acceptability determined at the sole discretion of Contractor.
- 1.3 Commercial Automobile Liability Insurance: Coverage for any owned, non-owned or hired autos. Provided per ISO CA 00 01 or its equivalent with limits not less than the amount specified below in Section 1.9.
- .a Coverage shall apply to all owned autos and including hired and non-owned autos.
 - .b If applicable, broadened pollution for covered autos shall apply per ISO CA 99 48 or its equivalent.
 - .c If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Consultant shall obtain Construction Liability - Railroads Endorsement - CA 20 70 or its equivalent.
- 1.4 Commercial Umbrella/Excess Insurance: Commercial umbrella/excess liability insurance for bodily injury and property damage liability over Consultant's primary Commercial General Liability, Business Auto Liability and Employers Liability with limits available to the Project in the amount specified in Section 1.9 below. All coverage terms required under the Commercial General Liability, Business Auto Liability and Employers Liability shown above must be included on the Umbrella Liability policy.



EXHIBIT "A" INSURANCE REQUIREMENTS

1.5 Contractor's Pollution Liability (CPL): If required under Section 1.9 below, Consultant shall provide evidence of Pollution Liability; specifically including coverage for mold, covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Consultant's coverage shall expressly extend the definition of pollutant to include Microbial Matter. Microbial Matter includes, but is not limited to, fungi or bacterial matter including, but not limited to, mold, mildew and viruses, whether or not the Microbial Matter is living. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), clean-up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if Consultant's scope of work (or Consultant's sub-tier subcontractors, suppliers, vendors or consultants) includes the responsibility of manifesting and disposing of contaminated material or waste from its activities. Coverage shall also extend to pollution conditions arising out of the Consultant's operations including coverage for sudden as well as gradual release arising from Consultant's operations including operations of any of its sub-tier subcontractors, suppliers, vendors or consultants. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of Consultant engagement. Such insurance shall be in the amount specified in Section 1.9 below.

1.6 Professional Liability Insurance (E and O): If required under Section 1.9 below, Consultant shall provide evidence of professional liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Consultant or any entity for which the Consultant is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall be in the amount specified in Section 1.9 below.

Coverages shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns. Consultant is required to provide notice to the Contractor if their Professional Liability limits are impaired by payments or reserves for claims or expenses in excess of 10% of the policy limit, regardless of whether such payments or reserves are related to work performed for this Project. Contractor is required to then provide written notice to Owner of such impairment.

1.7 Riggers Liability: Should Consultant's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Consultant shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.

1.8 Other Coverages: Consultant shall procure and maintain, or cause to be secured and maintained as may be identified as appropriate to the work under this Agreement, additional coverages as required under Section 1.9. Such coverage may include, but is not limited to:

- .a Aircraft Liability - If Consultant (or its sub-tier subcontractors or suppliers, regardless of tier) use any owned, leased, chartered or hired aircraft of any type or any unmanned aerial vehicle (drones) in the performance of this contract, they shall maintain aircraft liability including Passenger Liability. Coverage shall be on an occurrence basis and include bodily injury, property damage, personal & advertising injury and products/completed operations coverage in the amounts specified below.

1.9 Policy Limits: The following minimum policy limits must be met. In the event where the general liability, automobile liability, and/or employers liability limits cannot be met, umbrella/excess liability may be used to meet the required limits. Coverage must be on a follow form basis and be primary / non-contributory as noted above. 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. All coverages and endorsements must be in effect prior to commencement of Work and remain in effect, renewed and reissued as necessary, for a minimum of six years beyond substantial completion of the Project or the period of time Consultant may be held legally liable for its Work, whichever is longer.

Commercial General Liability, General Aggregate	\$ 2,000,000
Products - Completed Ops Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Auto Liability	\$ 1,000,000
Washington Stop Gap (Employers Liability)	\$ 1,000,000
Contractor's Pollution Liability, General Aggregate	\$ TBD by GLY on case by case basis
Umbrella / Excess Liability	\$ TBD by GLY on case by case basis
Professional Liability (Errors and Omissions), General Aggregate	\$ TBD by GLY on case by case basis



EXHIBIT "A" INSURANCE REQUIREMENTS

- 1.10 Additional Insureds: The following will be included as additional insured(s) on a primary/non-contributory basis for both ongoing and products/completed operations basis on all required liability coverage's with the exception of Workers Compensation and Professional Liability:

GLY Construction, Inc., _____ and their respective officers, directors and employees

General Liability Additional Insured forms CG 20 10 10/01 and CG 20 37 10/01 or their equivalents must be utilized. Additional Insured status shall be for the full limits carried, not limited to the minimum acceptable as required herein. Consultant's insurance shall be Primary as respect to Contractor and Owner, and any other insurance maintained by Contractor and Owner shall be excess and not contributing insurance with Consultant's insurance until such time as all limit available under the Consultant's insurance policies have been exhausted.

Additional Insured endorsements that contain comparative fault, vicarious liability or sole negligence limitations of the Contractor / Owner or any other party required by the Agreement, will not be accepted.

It is further agreed that the additional insured coverage required under this Agreement shall not be subject to any Defense Costs Endorsements such as Form IL 01 23 11 13, allowing for the recovery of defense costs by the insurer if the insurer initially pays defense costs but later determines the claims are not covered.

Contractor reserves the right, in its sole and subjective discretion, to reject any Additional Insured forms that are deemed not equivalent to what is required herein.

1.11 Other provisions:

- a. The Consultant acknowledges and understands that the purchase and maintenance of this insurance shall not release the Consultant from its respective obligations or liabilities in connection with this Agreement or the General Contract. Furthermore, the Consultant is responsible for any losses, claims, and costs of any kind, which exceed the limits of liability or which may be outside the coverage scope of the policy.
- b. To the fullest extent allowable by law, all insurance maintained by Consultant shall include a waiver of any rights of subrogation of the insurers themselves thereunder against all parties required in 1.10 above.
- c. All coverages shall be written with carriers with an A.M. Best rating of A- VII or better or acceptable to Contractor at its sole discretion.
- d. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered to Contractor in accordance with the policy provisions or such longer time as required by law.
- e. Certificates of insurance shall be provided to Contractor evidencing all required coverages and limits. Copies of all additional insured, primary/non-contributory and waiver of subrogation forms / provisions shall be attached.
- f. If requested by the Contractor, Consultant shall provide a certified and true copy of any or all policies.
- g. Acceptance of the certificates or endorsements by the Contractor shall not constitute a waiver of Consultant's obligations hereunder.
- h. It is the Consultant's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for all sub-tier subcontractors, suppliers, and vendors. For any coverage required herein where the Consultant shall name Contractor and Owner as additional insured(s) the Consultant shall require its sub-tiers to name as additional insured(s).
- i. Completed operations coverage along with additional insured status shall be maintained for a minimum of the applicable statute of repose or limitation or the amount of time Consultant may be held legally liable for its work or work performed on its behalf, whichever is greater.
- j. If Consultant fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate this Agreement or secure such policies or policies of insurance for the account of Consultant and charge Consultant for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Consultant. Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Consultant or others to determine or warrant that such policies are in effect.
- k. Any obligation of any insurer to an Additional Insured(s) shall begin at the time of the incident and may not be rejected pending a legal complaint or demand.
- l. Contractor, upon request, shall be afforded counsel separate from Consultant in all matters whereby Contractor is entitled to indemnity, defense and/or additional insured status by the terms of this Agreement.



EXHIBIT "A" INSURANCE REQUIREMENTS

1.12 Certificates of Insurance: Certificates of Insurance with applicable endorsements are strictly required under this Agreement. Consultant will be required to leave the Jobsite, 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 If Consultant is working on multiple projects for Contractor, Consultant shall provide blanket coverage showing maximum limits and include "for any and all projects contracted with GLY Construction Inc." in the description of operations box. If this cannot be provided, Contractor will accept a certificate referencing GLY job number _____ and job name _____. Consultant shall have the Certificate of Insurance completed with the Certificate Holder listed as:

GLY Construction, Inc.
c/o IMA Certificate Compliance
1705 17th Street, Suite 100
Denver, CO 80202

- .2 Consultant must provide required additional insured endorsements along with the Certificate in order to have met its obligations under this provision.
- .3 Consultant will receive an e-mail from TrustLayer. Follow the instructions therein to upload the certificate and additional insured endorsements. Certificates received through the mail or via email will not be accepted. If your broker has questions, they may contact IMA directly at certificatecompliance@imacorp.com.



Interim Lien/Claim Waiver

From

Project

Vendor Address

Project Address

Contact: _____

Project Manager: _____

Phone: _____

Project Accountant: _____

Email: _____

Jobsite Telephone: _____

Subcontract #: _____

Conditional Release

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from: GLY Construction, Inc. in the sum of: \$ _____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services equipment, materials furnished and/or claims through _____ only and does not cover any retention or items furnished after that date. Before any receipt of this document relies on it said party and should verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature:

(Authorized Person/Corporate Officer/Partner/Owner)

Title

Dated this:

at:

Subscribed and sworn before me day and year above first written:

By:

Notary Public For:

Unconditional Release

The undersigned does hereby acknowledge that the undersigned has received progress payments in the sum of \$ _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payment for labor, services, equipment, materials furnished and/or claims to the above referenced job through date: _____ and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature:

(Authorized Person/Corporate Officer/Partner/Owner)

Title

Dated this:

at:

Subscribed and sworn before me day and year above first written:

By:

Notary Public For:



TIER SUPPLIER/CONTRACTOR WAIVER & RELEASE OF LIEN

Job Name:

GLY Job No:

Jobsite Location:

Subcontract No.:

To: **GLY Construction, Inc.**
PO Box 6728, Bellevue, WA 98008-0728

From: _____

Tier to: _____
The undersigned hereby warrants and represents that, with the exception of retention (if any) the undersigned has been paid in full through the period ended _____.

The undersigned further warrants that they have paid all wages, bills for material, equipment, services, supplies and subcontractors for the Project for the above referenced period, and that all taxes, fees and contributions owing in connection therewith have been paid.

The undersigned does hereby release all mechanic's lien, stop notice, equitable lien and labor and material bond rights against the above described Project to the extent of work performed and amounts paid as indicated above. This release is for the benefit of, and may be relied upon by, GLY Construction, Inc., the owner, the prime contractor, the construction or permanent lender, and the principal and surety on any labor and material bond.

Sign in this area if this is a waiver through the above referenced period.

Signed: _____ By: _____ Dated: _____
(Tier Name)

Sign in this area if this is a Final Waiver and you have been paid in full.

Signed: _____ By: _____ Dated: _____
(Tier Name)

Notary Public:

Sworn before me this _____ day of _____ 20 _____

By: _____

Notary Public in the State of Washington, residing in _____

My commission expires: _____