

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT No.

BORST PARK PROJECT

BETWEEN

City of Centralia

AND

Schinnell Surveying and Mapping

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into by and between the City of Centralia, a Washington municipal corporation, hereinafter referred to as the "City," and Schinnell Surveying and Mapping organized under the laws of the State of Washington, located and doing business at 918 Centralia College Blvd, hereinafter referred to as the "Consultant."

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with professional consulting services relating to services and material for inspection, testing and treatment and numbering of wood electrical distribution, transmission, and secondary service poles owned by the City. The general terms and conditions of relationships between the City and the Consultant will be specified in this agreement, and the scope of work shall be as referenced below.

ARTICLE II. SCOPE OF WORK

- Obtain a current Title report for the Sports Complex Plan in it's entirety to be provided by Title Guaranty Company
- Prepare preliminary Boundary Line Adjustment map and descriptions
- Prepare preliminary map associated with the vacation of Allen Avenue

- Provide location and mapping of all existing structures and improvements associated with the Sports Complex and School parcels
- Prepare final maps (Mylar) and descriptions associated with the Event Center Boundary Line Adjustment
- Prepare final map and descriptions associated with the Allen Avenue vacation
- Compute and map all interior parcel lines of the City's property associated with the Sports Complex and Event Center
- Establish the exterior boundaries of the entire School-City parcels
- Prepare and file standard Record of Survey with the Lewis County Auditor's Office

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

3.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed via a Task Change Order. :

3.2 DELIVERABLES AND DOCUMENTS. The Deliverables as defined in the Scope of Services in each Task Order shall be furnished by the Consultant to the City, upon completion of the work and shall become the property of the City, except that the Consultant may retain one copy of the Deliverables for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City. The City assumes all liability for any use of the Deliverables other than that originally intended for the project described in each short form.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all deliverables and partial deliverables of the Consultant, along with a summary of services provided to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the deliverables, partial deliverables and summary to the City. Tender of said deliverables and partial deliverables shall be a prerequisite to final payment under this contract. The summary of services provided shall be prepared at no additional cost to the City.

3.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of this agreement and shall complete the work in the time frame as mutually agreed in the job cost estimate. An extension of the time for completion may be given by the City due to conditions not expected or anticipated in the contract.

3.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

3.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and

any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

3.6 HOLD HARMLESS AGREEMENT.

Each Party shall indemnify and hold the Other Party, its officers, officials, employees and volunteer harmless from claims, injuries, damages, loses or suits including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement.

3.7 INSURANCE.

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No Limitation.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

3.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

3.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

3.11 CHOICE OF LAW AND VENUE. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Lewis County Superior Court.

3.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

3.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

ARTICLE IV. OBLIGATIONS OF THE CITY

4.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement in an amount not to exceed **THIRTY-THREE THOUSAND AND NINE HUNDRED DOLLARS (\$ 33,900.00)** without the City's further written authorization. Billing and payment shall be as set forth in paragraph 5.6 below. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City or its consulting engineers, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

ARTICLE V. GENERAL CONDITIONS

5.1 STANDARD OF CARE. The Consultant agrees to perform its professional services in accordance with the degree of care and skill ordinarily exercised

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than ~~\$1,000,000~~ per claim and ~~\$1,000,000~~ policy aggregate limit.

*AM:AO
7/24/10
KS*

D. Other Insurance Provisions

\$250,000 as witnessed by attached insurance certificate.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage with the exception of Professional Liability shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

3.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.

The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the

by similarly qualified Hydroelectric Consultant professionals currently practicing in this area under similar conditions. No warranties or other representations are expressed or implied.

5.2 CITY-FURNISHED INFORMATION AND OBLIGATIONS. The City is responsible to provide Consultant with a description of the property, its location, and the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact Consultant's work. Consultant, its owners, employees, subcontractors and agents will not be responsible for any damage to buried utilities or subterranean structures which are not specifically identified to Consultant. The City also must advise Consultant of the location and nature of any known or unknown suspected hazardous materials that may exist on the property.

5.3 SITE ACCESS/RIGHT OF ENTRY. The City agrees to advise Consultant, prior to commencement of Consultant's services, of any special requirements for entry, work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the City, the City shall obtain permission for right of entry for the purpose of performing Consultant's services.

5.4 SURFACE AND SUBSURFACE DISTURBANCE. Consultant will take reasonable precautions to minimize surface and subsurface disturbance of the site. In the normal course of exploratory work some disturbance may occur, and the restoration of any disturbance is not part of this agreement, unless specifically provided in the scope of services and budget for the work.

5.5 JOB SITE CONDUCT AND SAFETY. The Consultant will be responsible for its professional activities on the job site. This will not relieve the City or construction contractors of their obligation to maintain a safe job site. Neither the Consultant's professional activities nor the presence of its employees or subcontractors shall be construed to imply responsibility for job site safety.

5.6 BILLING AND PAYMENT.

The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Agreement. The City shall provide payment within forty-five (45) days of receipt of invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In the event, the parties will immediately make every effort to settle the disputed portion.

5.7 DISPUTES. Any dispute, controversy or claim arising out of or relating to this agreement, or breach thereof, shall be mediated. If mediation is unsuccessful, the parties agree to jurisdiction and venue in the Lewis County Superior Court. The prevailing party in any dispute or litigation concerning this agreement will be entitled to recover reasonable attorney fees and costs incurred at trial and appeal, including staff time, court costs, attorney fees, and other claim-related expenses. The law of the State of Washington will govern the validity and execution of this agreement and the disposition of any claims related to this agreement.

5.8 SURVIVAL. These terms and conditions shall survive the completion of the services under the agreement and the termination of the agreement for any cause.

5.9 SEVERABILITY. The City and Consultant have entered into this agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of the agreement later held to violate a law or regulation shall be deemed void, and remaining provisions shall continue in force. The City and Consultant shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

5.10 NOTICES. Notices to the City shall be sent to the following address:

Deena Bilodeau, City Clerk
City of Centralia
118 West Maple/POB 609
Centralia, WA , 98531

Notices to the Consultant shall be sent to the following address:

918 Centralia College Blvd
Centralia WA 98531

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

The Project Contact person for the City shall be:

Emil Pierson
Centralia Community Development Director
118 West Maple/ POB 609
Centralia, WA. 98531-5044
Telephone: 360-330-7662 FAX 360-330-7673
Email: epierson@cityofcentralia.com

5.11 TERMINATION. The right is reserved by the City to terminate this agreement in whole or in part at any time upon thirty days' written notice to the Consultant. City does not waive any rights of law or remedy due to termination for breach of Contract by the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

Consultant may terminate this Agreement with ten (10) days written notice for breach of contract or wrongful acts by the City. In the event of such termination the Consultant shall be entitled to full compensation for all services performed and deliverables provided up to the termination date, and, for Consultant's direct costs due to such termination. Consultant does not waive any rights of law or remedy under this Agreement.

5.12 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

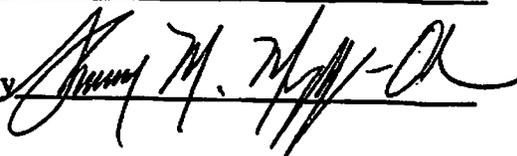
5.13 **CONSULTANT'S ACCOUNTING RECORDS.** Records of Consultant's services and reimbursable expenses pertinent to the work shall be kept on a recognized accounting basis acceptable to the City and shall be available to the City or its authorized representative at mutually convenient times.

5.14 **MODIFICATION.** This Agreement may be modified only by mutual written agreement by the City and Consultant with specific reference to this Agreement

5.15 **ENTIRE AGREEMENT.** The written provisions and terms of this Agreement, together with an Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City and such statements shall not be effective or construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

5.16 **DUTIES and BENEFICIARIES.** All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Consultant and not for the benefit of any other party.

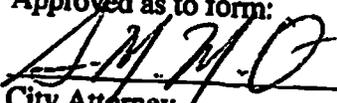
DATED this 24 day of March, 2010.

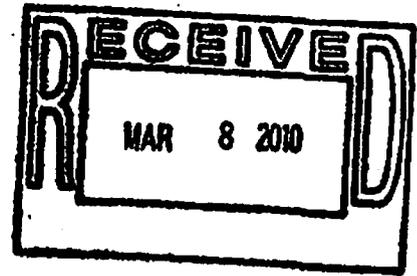
By 

CONSULTANT

By 

Approved as to form:


City Attorney



March 8, 2010

*The City of Centralia Land Surveying Proposal
Lewis County Event Center & Sports Complex Plan*

Phase 1-A
**Boundary Line Adjustment for the Event Center
Vacation of Allen Avenue, Boundary survey of School-City Property**

Scope of Services

- Obtain a current Title Report for the Sports Complex Plan in it's entirety to be provided by Title Guaranty Company
- Prepare preliminary Boundary Line Adjustment map and descriptions
- Prepare preliminary map associated with the vacation of Allen Avenue
- Provide location and mapping of all existing structures and improvements associated with the Sports Complex and School parcels
- Prepare final maps (Mylar) and descriptions associated with the Event Center Boundary Line Adjustment
- Prepare final map and descriptions associated with the Allen Avenue vacation
- Compute & map all interior parcel lines of the City's property associated with the Sports Complex and Event Center.
- Establish the exterior boundaries of the entire School-City parcels.
- Prepare & file standard Record of Survey with the Lewis County Auditor's Office.

Project Cost

The approximate cost for the scope of services listed above is \$33900.00

This does not include any recording or application fees. These fees will be invoiced based upon the current fee schedule for the City of Centralia and Lewis County.

Preliminary Draft

AGORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID 11
SCRIP-1

DATE (MM/DD/YYYY)
03/28/10

PRODUCER
Virgil R. Lee & Son
Lovstad Worthington LLC
P.O. Box 1226
Chehalis WA 98532
Phone: 360-748-0051 Fax: 360-748-3941

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Schinnell Surveying & Mapping, PLLC
Kevin B. Schinnell, dba
PO Box 1614
Centralia WA 98531

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Travelers Prop & Cas of Amer	25674
INSURER B:	Travelers Indemnity Co	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS CODE / LTR. DESIG.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LBFFD W/\$250 ded <input checked="" type="checkbox"/> WA Stop Gap Below GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	660734X9226TIL-10	03/20/10	03/20/11	EACH OCCURRENCE: \$1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000
					MED EXP (Any one person): \$5,000
					PERSONAL & ADV INJURY: \$1,000,000
					GENERAL AGGREGATE: \$2,000,000
					PRODUCTS - COMP/OP AGG: \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1069W25110SEL	03/20/10	03/20/11	COMBINED SINGLS LIMIT (Ea accident): \$1,000,000
					BODILY INJURY (Per person): \$
					BODILY INJURY (Per accident): \$
					PROPERTY DAMAGE (Per accident): \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT: \$
					OTHER THAN AUTO ONLY: EA ACC: \$
					AGG: \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUP8719Y515IND-10	03/20/10	03/20/11	EACH OCCURRENCE: \$1,000,000
					AGGREGATE: \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	660734X3226TIL-10 (WA STOP GAP)	03/20/10	03/20/11	WE STATE TORY LIMITS <input checked="" type="checkbox"/> OTHER: \$
					E.L. EACH ACCIDENT: \$1,000,000
					E.L. DISEASE - EA EMPLOYEE: \$1,000,000
					E.L. DISEASE - POLICY LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Centralia
Centralia WA 98531

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John O. [Signature]