



CLIENT SERVICE AGREEMENT

Date: December 24, 1998

Job Name: Madison Street and Bridge Street sidewalk projects

Job No.: PR 98-1506

Client City of Lafayette

Address P.O. Box 55

City & State Lafayette, OR Zip 97127 Phone(503) 864-2451 Fax(503) 864-4501

SERVICE TO BE RENDERED: Per Westech Engineering proposal PR98-1506 dated December 24, 1998

PERIOD OF SERVICE:

- Services will commence upon return of signed copy of this Agreement.
- Services will commence immediately but may be suspended if signed copy of this Agreement is not returned within 10 calendar days.
- Services will commence _____
- Basic Services will be completed within _____ calendar days after the commencement thereof, subject to delays beyond the control of Westech Engineering, Inc.

RETAINER FEE:

- Client will pay retainer fee of \$ _____ upon execution of the agreement. Retainer will be applied to the final invoice on the project and any unused balance will be refunded.

COMPENSATION: Client will pay Westech Engineering, Inc. for Basic Services

- A lump sum amount of \$ _____
- On the basis of current billing rates plus expenses.
- per Westech Engineering proposal PR98-1506 dated December 24, 1998

BILLING: Westech Engineering, Inc. will bill Client

- Monthly
- Upon completion of Basic Services
- _____

DESIGNATED REPRESENTATIVES: The following persons are authorized to represent the parties to this Agreement in all transactions pertaining to Westech Engineering, Inc. services.

Client Rep. _____ Title _____ Phone _____

Westech Rep. Raymond C. Engel Title Project Manger Phone 585-2474

PLEASE READ, SIGN AND RETURN ONE COPY TO WESTECH ENGINEERING, INC.

Payment will be due in full within 30 days after the date of each billing. If payment is not made within this time, the Client will pay a finance charge of 1½% per month on the unpaid balance. In addition, if the Consultant retains an attorney to assist in the collection of any billing, the Client shall pay immediately upon demand the Consultant's reasonable attorney's fees and collection costs that may be incurred, and if a suit of action is filed thereon, the Client shall pay the attorney fees and collection costs set by any trial or appellate court. This Agreement may be terminated by either party by seven (7) days written notice in the event of failure to perform in accordance with the terms of this Agreement by the other party, through no fault of the terminating party. In the event this Agreement is terminated or work is suspended, the Client will promptly pay for all services performed to the termination date plus expenses attributable to termination. **The Client agrees to limit the liability of the Consultant for any alleged professional acts, errors or omissions to the amount of Consultant's fee or \$50,000 whichever is less.** The Consultant has no liability whatsoever for work not designed or constructed under the Consultant's supervision, or for work not done in accordance with the contract documents prepared by the Consultant. All the terms, conditions and provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

BY: Raymond C. Engel 12/24/98
Westech Engineering, Inc. (date)

BY: [Signature] 12/28/98
Client Signature (date)
RS Willoughby
Print Name