



FACILITIES

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UNIVERSITY *of* WASHINGTON

# **PRELIMINARY AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

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# University of Washington

**Project Name**

**Project No.**

## **Preliminary Agreement Between Owner and Design-Builder**

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This **AGREEMENT** is made and entered into by and between the following parties, for services in connection with the Project identified below. This Agreement shall be effective on the date last set forth on the signature page.

**OWNER:**

University of Washington  
UW Facilities | Project Delivery Group  
Box 352205  
Seattle, WA 98195

**DESIGN-BUILDER:**

*(Name and address)*

**PROJECT:**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

# Article 1

## **General**

**1.1 Duty to Cooperate.** Owner and Design-BUILDER commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith.

**1.2 Definitions.** Terms, words and phrases used in this Agreement shall have the meanings given them in the General Conditions

**1.3 Project Executive Committee.** Owner has identify a project/program executive to form the Project Executive Committee (PEC). The PEC will work together to provide supervision, coaching, and management of the PMT. The PEC will make human resource decisions in the interest of the Project and will provide oversight of the decisions made by the PMT. In the event that the PMT cannot reach agreement on an issue, the PEC will collaborate with the PMT to resolve the issue. The decisions will be documented by the PMT. A replacement PEC member may be appointed by written notice and mutual acceptance by the other party.

**1.4 Project Management Team.** Owner and the Design-BUILDER shall each identify key members from their teams to form the Project Management Team ("PMT"). The PMT will work together in a collaborative manner to provide management-level leadership throughout the Project. The intent of the PMT will be to make as many project decisions that are needed to successfully complete the Work of the Project. Each member shall be identified in the Work Plan. A replacement of, or additional PMT, members may be appointed by providing written notice, and mutual acceptance, to the other party. The PMT works under the guidance and oversight of the PEC. The PMT reports progress and seeks approval, as necessary, of design, cost, and schedule changes.

### **1.5 Project Contacts.**

#### **1.5.1. Owner's Representatives.**

Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions:

Name  
Title  
University District Building  
Box 352205  
Seattle, WA 98195-2205  
Phone  
Email:

Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions:

Name  
Project Manager  
University of Washington  
University District Building  
Box 352205  
Seattle, WA 98195-2205  
Phone  
Email:

### **1.5.2. Design-Builder's Representatives.**

Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2 of the General Conditions:

[Name of Design-Builder's Senior Representative]  
[Title of Design-Builder's Senior Representative]  
[Name of Design-Builder]  
[Address of Design-Builder 1]  
[Address of Design-Builder 2]  
[Phone Number of Design-Builder's Senior Representative]  
[E-mail of Design-Builder's Senior Representative]

Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.2 of the General Conditions:

[Name of Design-Builder's Representative]  
[Title of Design-Builder's Representative]  
[Name of Design-Builder]  
[Address of Design-Builder 1]  
[Address of Design-Builder 2]  
[Phone Number of Design-Builder's Representative]  
[E-mail of Design-Builder's Representative]

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 Preliminary Services.**

**2.1.1** Owner will either attach the Owner's Project Criteria, describing Owner's program requirements and objectives for the Project, or Design-Builder will assist the Owner in developing the Owner's Project Criteria during the Preliminary Agreement. Owner's Project Criteria also includes the Facilities Design Standard dated \_\_\_\_\_ [available here](#). Design-Builder will utilize the Facilities Design Standard and will coordinate with the Owner throughout the Project to determine how the provisions of the Design Standard will be incorporated into the design and construction of the Project. Owner must approve any deviation from the Design Standard. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. These documents define Owner's design intent for the Project. Owner's Project Criteria may also include design documents and specifications, design performance specifications and other technical materials and requirements prepared by or for the Owner.

**2.1.2** Upon execution of this Preliminary Agreement the Design-Builder shall collaborate with Owner to develop the Owner's Project Criteria. The Design-Builder shall review the Project Criteria and prepare Project Performance Criteria keeping the Owner's Project Criteria as the basis for project key performance indicators and the project definition. The Project Performance Criteria will be used as the project framework to guide the design and construction. The Design-Builder may include recommendations to Owner for different and innovative approaches to the design and construction of the Project. The Owner expects the Design-Builder to maximize opportunities both in state-of-the-art design and construction approaches to realize the intent of project goals and objectives in the most cost effective manner. The parties shall meet to discuss the Project Performance Criteria. The PMT will accept the final Project Performance Criteria by consensus.

**2.1.3** The Design-Builder shall develop an overall (design and construction) Project Work Plan (“Work Plan”). The Work Plan shall include, but is not limited to, an overall project schedule, listing all tasks of the project with target milestones listing responsible parties (Design-Builder and Owner) or subject matter experts, Trade Partners, and Specialty Consultants. The Work Plan shall also include, estimated time and cost to administer and support the Project.

**2.1.4** The Design-Builder shall also develop, and submit to the Owner for approval, a procurement plan and Business Equity plan (the “Procurement Plan”) for the purpose of procuring all Work on the project including, but not limited to, Trade Contractors and Specialty Consultants necessary to perform the Work in accordance with the Contract Documents. Trade Contractors and Specialty Consultants should be engaged early in the Project to ensure a collaborative team environment which will contribute its best efforts for the complete development and delivery of the Project. The Procurement Plan will be monitored monthly.

**2.2 Schematic Design Documents.** Design-Builder shall prepare Schematic Design Documents based on the agreed Project Performance Criteria and the Facilities Design Standard. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

**2.2.1 Issues Tracking Log.** To aid in the discussion and decision making process the Design-Builder shall develop, maintain, and own a project issues log and decision matrix. The ITL shall articulate all decisions needing to be made, made decisions, the responsible party, as well as all design RFIs, design updates, or similar. The PMT shall ensure that all open items in the ITL are resolved prior to final permitting and/or construction activities begin.

**2.3 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement and as necessary to fully design the Project. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder or (ii) procured by Design-Builder. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional. The Design-Builder is responsible for performing all the required design that is necessary to permit and construct the Work of the Project in accordance to all applicable codes and Project Performance Criteria. The PMT will decide how often to meet to review design, what format design review will be presented and the methods for making decisions regarding design and construction.

**2.3.1** Design-Builder shall advise and work with Owner and its representatives to make recommendations for alternate or substitute technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. Design-Builder’s design services will result in a Project design in accordance with the Contract Documents and suitable for its intended purpose. When the Contract Documents require or Design-Builder causes a Subcontractor of any tier to provide professional design services or certifications related to systems, materials or equipment, Design-Builder shall cause design services or certifications to be provided by properly licensed design professionals and shall ensure that all documents bear such design professional’s written approval. Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. Design-Builder shall, at no cost to Owner, promptly and satisfactorily correct any of Design-Builder’s design services that are defective or not in conformity with the requirements of the Contract Documents. The obligations of Design-Builder to correct defective or non-conforming design services shall not in any way limit any other obligations of Design-Builder or other rights and remedies available to Owner under the Contract Documents or otherwise by law.

**2.3.2** The PMT shall agree upon any interim design submissions the PEC may wish to review, which may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process. On or about the time of the scheduled submissions, the PMT shall meet and discuss the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.3.3** Design-Builder, consistent with Section 2.3 of the General Conditions, shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work, which shall be consistent with the Basis of Design Documents and scope of work set forth in the GMP. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.3.4** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.3.5** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.4 Early Construction Activities Allowed under the Preliminary Agreement**

**2.4.1** Owner may authorize the Design-Builder to proceed with early construction activities including but not limited to enabling work, demolition, and abatement. The early construction activities will be authorized by issuing an amendment to the Preliminary Agreement that document the Scope of Work and the agreed upon not-to-exceed amount. All early construction activities are to be performed in accordance with the requirements detailed in Section 2.5 of the General Conditions.

**2.4.2** The cost of the early construction activities will be included in the GMP in accordance with Section 2.6 of this Agreement.

**2.4.3** Payment and Performance Bond shall be provided by the Design-Builder in an amount that equals the early construction activities not-to-exceed amount plus Washington State Sales Tax.

**2.4.4** This section is subject to the requirements of Section 2.3.9 of the General Conditions.

## **2.5 Government Approvals and Permits.**

**2.5.1** The PMT will develop a Permit List, including the responsible party assigned, and review all jurisdictional requirements prior to submitting for government approvals. The Owner is responsible for obtaining permits as necessary, however, will delegate responsibility to the Design-

Builder, Trade Partners or Specialty Consultants as subject matter experts where most appropriate. Timing for permits, along with subsequent work, will be agreed on by the PMT.

**2.5.2** Except as identified in the Permit List, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6 Guaranteed Maximum Price Exhibit.** The PMT will agree when the Project Performance Criteria, Project Definition, and Design has developed enough for the Design-Builder to submit a Cost-plus-fee for a Guaranteed Maximum Price Exhibit which shall include the following unless the parties mutually agree otherwise:

**2.6.1** a proposed guaranteed maximum price (“GMP”) for the design and construction of the Project;

**2.6.2** a schedule and date of Substantial Completion of the Project upon which the GMP for the Project is based; and

**2.6.3** a Procurement and Equity Plan

**2.6.4** all other information necessary for the parties to enter into Agreement Between Owner and Design-Builder for the GMP.

**2.7 Review of the GMP Exhibit.** The PMT shall meet to discuss and review the draft GMP Exhibit. The PMT shall discuss any revisions, updates, or additional information needed to develop the GMP Exhibit. The PMT shall then submit to the PEC for consideration and acceptance. The PMT shall take into consideration any feedback, comments, or requests by the PEC for changes or updates to the GMP Exhibit. The PEC will be responsible to accept the GMP.

**2.8 Completion of the Preliminary Agreement.** Unless otherwise terminated under paragraphs 2.8.1 or 8.7 of this Agreement, Design-Builder’s services under this Agreement shall be deemed completed upon acceptance of the GMP Exhibit. The terms of this Agreement shall terminate upon finalization of the GMP Exhibit and execution of the GMP Agreement by both parties.

**2.8.1 Inability to Execute GMP Agreement.** This Agreement is solely for the Services defined in this Section 2 and as detailed in the Work Plan. In entering into this Agreement, Owner and Design-Builder recognize that they may not be able to finalize the GMP Exhibit and execute a GMP Agreement for this Project. In the event Owner and Design-Builder do not successfully finalize the GMP Exhibit and execute a GMP Agreement for this project, this Agreement will be terminated and Design-Builder will be paid the value of its services to the date of termination, not to exceed the Contract Price, and will not be entitled to any other compensation, damages, loss of profits or payment of any other kind.

**2.9 Additional Services.** Design-Builder shall perform any Additional Services pre-approved by Owner by amendment to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-Builder, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

## **Article 3**

### **Owner’s Services and Responsibilities**

**3.1 Performance.** Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and

approvals of Design-Builder's submissions, so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

**3.2 Owner's Project Criteria.** Owner shall provide Design-Builder with Owner's Project Criteria including the UW Facilities Design Standard. If Owner desires that Design-Builder assist Owner in developing such criteria, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project.

**3.3 Owner Provided Information.** To the extent deemed necessary by the Parties, Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

**3.3.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.3.2** Geotechnical studies describing subsurface conditions at the Site unless Owner elects to have Design-Builder perform such studies as part of its design services;

**3.3.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

**3.3.4** To the extent available, as-built and record drawings of any existing structures at the Site;

**3.3.5** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site; and

**3.3.6** UW Facilities Design Standard.

## **Article 4**

### **Ownership of Work Product**

**4.1 Instruments of Service.** The Drawings (including original Construction Documents), Specifications, materials, models, sketches, renderings, surveys, reports, and other documents, including those prepared as 3D electronic models, using CAD, and existing in other electronic formats, prepared or provided by Design-Builder are instruments of service intended for use solely with respect to the Project. Owner shall be permitted to retain copies, including reproducible and originally stamped copies, of all instruments of service, and is granted an unlimited and royalty free license to utilize instruments of service to communicate about the Project, expand the Project, build or complete the project in the case of a termination for any reason or if the parties do not agree to a Guaranteed Maximum Price, correct any deficiencies, make any renovations or repairs to the Project, or for future projects. Owner agrees to indemnify and hold Design-Builder harmless from any subsequent modification of the instruments of service by Owner and from Owner's use of the instruments of service on other projects not involving Design-Builder.

**4.2 Design-Builder to Convey Instruments of Service to Owner.** Upon Owner's request if made during the Project or within five (5) years of Substantial Completion, Design-Builder shall be required to convey to Owner in whatever format Owner may designate instruments of service for the completion, use, updating, modernizing, and maintenance of the Project, conditioned upon Owner's agreement to indemnify and hold harmless Design-Builder as set forth above.

**4.3 Submission of Instruments of Service Does Not Waive Rights.** Submission or distribution of Design-Builder's instruments of service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of any rights reserved in

this Section.

## **Article 5**

### **Contract Time**

**5.1 Commencement Date.** Design-Builder shall commence performance of the services set forth in this Agreement within five (5) calendar days of the mutual execution of this Agreement (“Date of Commencement”) unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services as stated in the accepted Work Plan.

**5.2 Interim Dates.** Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

Interim Milestone: (Insert milestone)

## **Article 6**

### **Contract Price and Payments**

**6.1 Contract Price.** The Contract Price for this Agreement is as set forth below:

Owner will Award the Design-Builder a sum of Fifty Thousand Dollars (\$50,000), excluding Washington State sales tax, to begin the services required by this Agreement. After the Work Plan is developed, and accepted by the Owner, this Agreement will be amended to reflect the agreed Contract Price. Such price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement. Design-Builder will be paid monthly for its services based on actual time and expenses, plus the Fee proposed to the Owner in response to the Owner’s request for proposal, not-to-exceed the total compensation set forth above. Any amount that exceeds the total compensation agreed to will be at Design-Builder’s sole cost and expense unless there are scope changes in the Preliminary Services authorized by amendment. All invoicing and payments will be subject to the applicable provisions found in the General Conditions attached to, and referenced herein.

**6.2 Payment.** Consistent with Article 6 of the General Conditions, on or before the date established by the Owner, Design-Builder shall submit for Owner’s review and approval and Application for Payment requesting payment for all Work performed as of the date of the Application. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents or the PMT. For purposes of this Agreement, the minimum supporting documentation will be an accounting of time at agreed rates, reconciled to the agreed Work Plan.

**6.3 Subcontractor Payments Reporting Requirements.** This Contract is subject to compliance tracking using the State’s business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women’s Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. For purposes of this requirement, Subcontractor means any subcontractor or subconsultant working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE. Section 01 29 76, Progress Payment Procedures, describes the full requirements.

## **Article 7**

### **Electronic Data**

**7.1 Electronic Data.**

**7.1.1** The parties recognize that Contract Documents, including drawings, specifications and

three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

## **7.2 Transmission of Electronic Data.**

**7.2.1** Design-Builder shall comply with the requirements of UW CAD, BIM and PDF Standards and Requirements, and Owner and Design-Builder shall otherwise agree on all other Electronic Data protocols. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**7.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**7.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

## **7.3 Electronic Data Protocol.**

**7.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 7.3.

**7.3.2** Electronic Data will be transmitted in the format agreed upon in Section 7.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**7.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

**7.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## Article 8

### Other Provisions

**8.1 Dispute Resolution.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**8.1.1** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 of the General Conditions of Contract unless Owner and Design-Builder mutually agree otherwise.

**8.1.2** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**8.1.3** If, after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, Owner and Design-Builder may jointly engage a third party neutral who shall assist in addressing and resolving the dispute. Owner and Design-Builder shall share equally any costs related to engagement of the third party neutral.

**8.2 Assignment.** Design-Builder shall not assign, transfer, or sublet any portion or part of its obligations under this Agreement without the written consent of Owner.

**8.3 Governing Law.** This Agreement and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in the King County Superior Court.

**8.4 Severability.** If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

**8.5 Amendments.** This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

**8.6 Entire Agreement.** This Agreement forms the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement

**8.7 Owner's Termination for Convenience.** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement or any portion of this Agreement. Upon receipt of the notice, Design-Builder shall immediately discontinue all services. Owner shall pay Design-Builder for services performed up to the date of receipt of the notice. If Owner terminates

this Agreement and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Article 4 herein.

**8.8 Business Equity.** The University of Washington is committed to providing optimal opportunity for participation in contracting by **Business Equity Enterprises (BEE)**.

The University of Washington has determined that an overall aspirational goal of 20% Business Equity Enterprise (BEE) utilization, inclusive of 15% minority and women-owned business utilization, is practicable and attainable on this project; that goal is negotiable, based upon the specialized nature of the work and the relative availability of BEE to perform the specific work scopes identified in this project. The University of Washington welcomes the participation of all BEE, irrespective of gross revenues, including those that are self-designated and those that are state (OMWBE) certified. Those businesses that wish to apply for OMWBE certification should access the following: [omwbe.wa.gov/certification](http://omwbe.wa.gov/certification).

The University of Washington defines a **Business Equity Enterprise (BEE)** as *"any entity licensed to do business in the State of Washington, including a corporation, partnership, sole proprietorship, or other legal entity that meets any of the following:"*

**Certified Business Enterprise (CBE):** Any business enterprise certified with the Washington State Office of Minority and Women's Business Enterprises.

**Lesbian/Gay/Bisexual/Transgender Business Enterprise (LGBTBE):** More than 50% owned and controlled by at least one person who is a member of the LGBT community.

**Minority Business Enterprise (MBE):** More than 50% owned and controlled by at least one person who is a member of one or more of the following minority groups:

- Asian Pacific American
- Black American
- Hispanic American
- Native American
- Subcontinent Asian American

**Minority Women's Business Enterprise (MWBE):** More than 50% owned and controlled by at least one woman who is a member of one or more of the above minority groups.

**Small Business Enterprise (SBE):** A business entity that:

- Can attest that it is owned and operated independently from all other businesses and
- Conforms to the U.S. Small Business Administration Size Standards of the North American Industry Classification System (NAICS) Codes in which it is to be engaged at the UW; **or**
- Is certified with the OMWBE.

**Veteran's Business Enterprise (VBE):** Certified with the Washington State Department of Veteran's Affairs (DVA)

**Women's Business Enterprise (WBE):** More than 50% owned and controlled by one or more women.

Prior to the execution of the contract for this project, the UW and the selected firm shall agree on an Inclusion Plan that will stipulate an aspirational BEE goal based upon the various scopes of the work and the anticipated services to be provided, as well as the strategies the Design-Builder will use to achieve optimal equitable BEE utilization on the project. BEE participation may be either as a design-builder, sub-consultant, sub-contractor, or supplier.

**ATTACHMENTS:** The following documents, whether attached hereto or not, are hereby incorporated by reference -and made a part of this Agreement, as if set forth herein in full:

1. Owner's Project Criteria
2. General Conditions Between Owner and Design-Builder
3. Insurance Requirement for Preliminary Agreement
4. Prevailing Wage Information for Preliminary Agreement.
5. Accepted Inclusion Plan (to be added by Amendment)
6. Procurement and Equity Plan
7. Division 00 and 01
8. Facilities Design Standard dated

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**UNIVERSITY OF WASHINGTON:**

**[DESIGN-BUILDER FIRM NAME]:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_