

Project  
Title \_\_\_\_\_

Project  
No. \_\_\_\_\_

Requisition  
No. \_\_\_\_\_

**AGREEMENT FOR ARCHITECTURAL SERVICES ON GC/CM  
CONSTRUCTION PROJECT  
OA1**

THIS AGREEMENT (Agreement) is made and entered into by the University of Washington (Owner) and (firm name) (Architect) with its home office located at (address). This Agreement shall be effective on the last date set forth on the signature page.

Owner intends to design and construct using the General Contractor/Construction Manager (GC/CM) alternative public works contracting procedures set forth in RCW Chapter 39.10 the \_\_\_\_\_ project at the University of Washington, Seattle, Washington, hereinafter referred to as the "Project," with a Construction Budget, as defined in Article V of the Conditions of the Agreement, of \_\_\_\_\_ Dollars (\$\_\_\_\_\_);

Owner and Architect, in consideration of the mutual promises set forth hereafter, agree as follows:

The Agreement consists of this form (Pages 1, 2, and 3), the Conditions of the Agreement, (Pages 4 through 24) and the following Attachments:

- Attachment A: Rate Guidelines
- Attachment B: Document Requirements
- Attachment C: Document Review Process
- Attachment D: Architect's Personnel
- Attachment E: Review Comment Resolution Form
- Attachment F: Invoice Instructions for Consultants
- Attachment G: UW CAD Standards and Requirements
- Attachment H: Additional Services Scope Attachment Form

Architect shall provide professional services for the Project as described in the Conditions of the Agreement.

Owner shall compensate Architect for Architect's services during the several contract phases, with provision for any Additional Services and Reimbursable Expenses, subject to the provisions in the Conditions of the Agreement for defining services or determining compensation.

The Owner will have a separate agreement with the GC/CM; the Architect is to design the facility and to provide appropriate construction administration services, necessary to ensure that the construction conforms to the drawings and specifications. Both the GC/CM and the Architect shall be given directions by the Owner, or the Owner's representative(s). The relationship between the GC/CM and the Architect is intended to be cooperative and proactive, both participating on the same team with the Owner.

Owner will be conducting a written evaluation of Architect's services on this Project. Architect will be given a copy of the evaluation report and will have an opportunity to provide a written response. The evaluation and the response will be kept in Owner's files, to be used as part of the selection process for future Architectural services.

**BUSINESS EQUITY**

Owner is committed to providing the maximum practicable opportunity for participation in contracting by small business entities (sbe), disadvantaged business enterprises (dbe), state certified and non-certified minority business enterprises (MBE), state-certified and non-certified women's business enterprises (WBE), and state-certified and non-certified minority women's business enterprises (MWBE) through direct contracts with the Owner, and in sub-consulting or supplier participation. For the Project, an aspirational goal of \_\_\_\_% combined sbe/dbe/MBE/WBE/MWBE participation is established.

**COMPENSATION FOR BASIC AND ADDITIONAL SERVICES**

The performance of, and payment for, Basic Services is divided into Parts I, II, and III as described below.

The total compensation for Basic Services shall be an amount equal to the sum of 71% of \_\_\_\_% of the Construction Budget (for Part I and Part II services) as set forth on Page 1 of this Agreement, plus 29% of \_\_\_\_% of the Construction Budget (for Part III services), as defined in Article V. If the Total Contract Cost to be negotiated between the owner and the GC/CM differs from the Construction Budget amount on page 1 of this Agreement, the Owner may, at its sole discretion, consider an amendment to this Agreement modifying the Construction Budget amount. If at any time the Construction Budget is changed by amendment to this Agreement, the Basic Services Fee shall be adjusted for the next phase as appropriate, however, no fee adjustment shall be made for phases already completed at the time any such amendment is effective. The fee for each phase and part reflects an agreement by the parties that such fee is adequate compensation for basic services performed during each phase or part irrespective of whether this contract is suspended or terminated prior to the completion of all parts.

Progress Payments for Basic Services in each phase shall not exceed the following percentages of the total Basic Services Fee compensation:

Schematic Design Phase is	40% of 38%	}
and		}
Design Development Phase is	60% of 38%	} Part I equals 38% of
		} Basic Services Compensation
Construction Doc. Phase is	95% of 33%	}
and		}
Bidding Phase is	5% of 33%	} Part II equals 33% of
		} Basic Services Compensation
Construction Phase is	90% of 29%	}
and		}
Construction Completion Phase	10% of 29%	} Part III equals 29% of
		} Basic Services Compensation

Owner may authorize the performance of Additional Services by Architect when deemed necessary by Owner. Additional Services shall be individually authorized in writing by Owner prior to performance. The parties agree that such authorization by the Owner will constitute an amendment to this Agreement, unless, within 14 calendar days from the date of the Additional Services authorization, the Architect submits a written objection to the Owner. Performance of and payment for Additional Services shall be in accordance with Articles III and VII.

Reimbursable Expenses are in addition to Basic Services and Additional Services compensation and are described in Article III and in Attachment A. Reimbursable expenses shall be paid by Owner in accordance with Article VII.

The Owner shall not pay the Architect more than the total dollar amount authorized in this Agreement, any amendments to the Agreement, and any Additional Service or Reimbursable authorizations. Upon receipt by the Owner of the Architect's invoice that the Owner determines to be the Architect's final invoice for all work authorized and performed, the Owner shall notify the Architect in writing that no further payment will be made to the Architect, unless the Architect submits a valid invoice requesting additional payment for authorized work within 30 calendar days of receipt of such letter. If the Owner does not receive any such invoice from the Architect within the 30 day period, the Owner shall administratively close this Agreement, the Architect's rights to any further payment under this Agreement shall be terminated, and the Owner shall make no further payments to the Architect.

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement by having their authorized representatives affix their signatures below.

**OWNER**  
**University of Washington**

**ARCHITECT**  
**[Enter Architect's Business Name]**

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

N: gccmoal

## CONDITIONS OF THE AGREEMENT

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### **ARTICLE I OWNER'S RESPONSIBILITIES**

A. References to "Owner" shall include Owner's designated representatives. Owner shall designate in writing the representatives authorized to act on its behalf with respect to this Agreement.

B. Owner shall consult with Architect regarding requirements for the Project. The Owner's departmental Design Guides are available online at <http://www.washington.edu/facilities/engr/fsdg.php>.

C. Owner may incorporate into the Project, drawings and specifications provided by consultants retained directly by Owner. In such cases, authorship of such Contract Documents will be clearly identified. (this does not cover GC/CM recommendations or suggestions).

D. Owner shall furnish information, approvals and services required as expeditiously as necessary for the orderly progress of the Work. Architect shall promptly notify Owner in writing in the event orderly progress of the Work is disrupted by failure of Owner to provide such information, approvals or services.

E. Owner shall furnish, if reasonably required for the Project and requested by Architect, a land survey of the site, prepared by a registered land surveyor, giving applicable grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and data pertaining to existing buildings, other improvements and trees; and information concerning location of service and utility lines, both public and private, above and below grade, including inverts and depths as indicated by available records. The survey shall be referenced to a project benchmark.

F. Provided that such consultants are not retained by Architect as a part of Basic Services hereunder, Owner shall furnish the services of a geotechnical Engineer or other consultant if such services are reasonably required by the Project, requested by Architect and approved by Owner. Such services may include soil borings and soil bearing values, test pits, percolation tests, air and water pollution tests, and other necessary investigations for determining subsoil, air and water conditions.

G. Owner shall furnish an independent testing agency, engineering service or special inspector as required by the Seattle Amendments to the International Building Code, for purposes of testing quality of concrete and reinforcing steel, for the fabrication and installation of structural steel and other permit required tests.

H. Owner shall furnish the services of a commissioning agent or appoint a staff engineer to act as commissioning agent, if required for the project.

I. The services, information surveys and reports required by paragraphs E through H above shall be furnished at Owner's expense and Architect may reasonably rely upon the accuracy and completeness thereof.

J. Before any work is to begin under the terms of this Agreement, Owner shall issue Architect a written Authorization to Proceed. Any work performed by Architect prior to receipt of the Authorization to Proceed shall be performed at Architect's risk.

K. Owner will, with the assistance of Architect, coordinate the Project with governmental agencies including but not limited to preparing the environmental documents prepared under the State Environmental Policy Act ("SEPA").

L. The Owner, Architect, and GC/CM will work together to resolve problems in the design or in the work. The Architect and Owner may not issue directions to the GC/CM's subcontractors.

M. Owner may, if required by Project, establish a claims resolution process including Disputes Review Board and/or Partnering services during Part III services.

N. The Owner will make routine on-site observations. The Owner will consult with the Architect and GC/CM on problems as they arise and shall assist the Architect and GC/CM in matters relative to coordinating the progress of the work.

O. Owner shall furnish information or services described in this Article to the extent that such information or service is reasonably required by the Project or the Architect to perform Architect's services under this Agreement.

## **ARTICLE II BASIC SERVICES OF ARCHITECT**

### **A. General Items.**

1. Architect shall exercise a high degree of care, diligence, skill and judgment in the rendering of all services under this Agreement which shall be no less than that exercised by architects of similar reputation performing work for projects of a size, scope and complexity similar to this Project.

2. Architect acknowledges the relationship of trust and confidence established between Architect and Owner by this Agreement. Accordingly, Architect's acts shall be consistent with this relationship. Architect shall further the interest of Owner through efficient business administration and management and architectural design.

3. Architect and Owner shall jointly establish a written schedule for performance of Architect's services for the Project prior to the start of Part I. The schedule shall be in form and level of detail as required by Owner setting forth the expected period of time required for the completion of the design, required approvals and construction of the project. Architect in concert with the GC/CM shall, at the completion of each phase, reevaluate the established schedule and promptly notify Owner in writing of any actual or anticipated deviation of Architect's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by Owner. Architect shall provide revised time schedules when so approved.

4. In carrying out its services, Architect shall refer to and utilize various Owner department Design Guides and coordinate with the Owner throughout the Project, to determine how the provisions of the Design Guides will be applied to the design of the Project. The Architect shall design the Project in accordance with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations which are in existence at the time these services are rendered and the requirements of the environmental documents prepared under the State Environmental Policy Act ("SEPA"). Review and approval of documents by Owner does not imply such documents conform to the requirements of the program or applicable laws, statutes, ordinances, codes, rules or regulations.

5. Architect shall review information provided by consultants retained directly by Owner and shall coordinate the Work of such consultants with Architect's work into an overall set of consistent plans, specifications and other contract documents.

6. Architect shall designate and appoint subconsultants after conferring with Owner regarding the selection of Architect's subconsultants. Architect shall not appoint any subconsultant to which Owner has a reasonable objection. Architect shall incorporate the provisions of this Agreement and a scope of work consistent with the requirements of the Project into the contracts with subconsultants. Architect shall furnish, upon request, a copy to Owner of Architect's contract(s) with the subconsultants prior to execution.

7. Architect's key personnel and subconsultants for this Project as described in the selection process and designated in Attachment D to this Agreement, shall remain assigned for the duration of the Project unless otherwise agreed to in writing by Owner. Owner shall not unreasonably withhold approval of staff changes. Owner may require substitution of any personnel or subconsultant provided that Owner has first notified Architect in writing and allowed a reasonable period for adjustments and/or corrections.

8. Architect and subconsultants shall ascertain from Owner the general and specific program requirements for the Project including functional requirements, technical requirements, site requirements, and any other conditions peculiar to the project that may affect the design, location or costs.

9. Architect shall provide to Owner and GC/CM ten (10) sets each of the documents upon completion of each of the Schematic, Design Development, and Construction Document phases of Architect's services. If requested by Owner or GC/CM, Architect shall furnish additional copies and be reimbursed for them in accord with Articles III and VII of this Agreement.

10. Architect shall prepare, provide and issue documents, with assistance of Owner, in making application for obtaining a Master Use Permit ("MUP"), building permit, and any other permits or approvals normally required for projects similar to this Project in size, scope and complexity. Upon application for such permits, Architect shall reply to all inquiries from governing agencies, shall make any necessary or appropriate changes to the Contract Documents approved by Owner, and assist Owner in expediting the issuance of all such permits or approvals. Architect shall keep Owner advised of all developments related to issuance of the permits, promptly provide Owner with copies of permit or approval related documents, and shall monitor the review schedule for consistency with the time schedule established for the Project.

11. Architect shall meet with Owner and/or GC/CM, if requested by Owner, as reasonably requested to properly ensure that the developing design is meeting Owner's requirements, and shall conduct presentations of the Project to such review groups as may reasonably be required to secure necessary approvals from Owner or other authorities having jurisdiction.

12. Architect shall prepare all drawings and other information in compliance with the requirements of Attachment B, Document Requirements, and shall develop the specifications utilizing the CSI Coding mutually satisfactory between Owner and Architect in a form and style suitable for presentation, review and reproduction.

13. Architect shall provide the services necessary to comply with the Document Review Process in accordance with Attachment C.

14. The Architect will work with the Owner and GC/CM throughout the term of this contract in a collaborative and proactive manner to deliver a project that meets the program, schedule and budget goals of the Owner. The Architect will work with the GC/CM, at a minimum, in the following areas: value engineering and assessing alternative construction options for cost reductions to achieve the Construction Budget; cost estimating; determining construction feasibility and constructability; site logistics; determining subcontract bid packages; sequencing of work and scheduling. The Architect shall be responsible for addressing all reasonable issues identified by the GC/CM as directed by the Owner.

15. The Architect shall assist the Owner in preparing the Request for Proposal for GC/CM Services by compiling the necessary drawings, specifications and other project information.

16. The Architect, if directed by the Owner, will work with the GC/CM in developing separate bid packages for phased construction. To the extent that this requires an additional work effort beyond what is the normal preparation of the Architect's work or required by the approved schedule, an additional service fee will be negotiated.

17. At the completion of the Schematic Design, Design Development and Construction Document Phase, the Architect shall prepare a cost estimate in a format agreeable with the Owner. Each estimate shall include an escalation factor to project the cost to the expected time of bid and a design contingency sufficient to give assurance that construction costs will not exceed the established Construction Budget. Any redesign necessary to bring the project within the established Construction Budget shall be the responsibility of the Architect.

18. The GC/CM shall also prepare a cost estimate within three weeks of receipt of the Architect's phase submittal. If the Architect and the GC/CM's cost estimates are not in agreement, the Architect and GC/CM shall thereafter use their best efforts to reconcile the estimates. If the reconciled cost estimate exceeds the established Construction Budget, the GC/CM and Architect shall propose cost reductions acceptable to the Owner to bring the project within budget. The cost reconciliation and cost reductions, if required, shall be completed within three weeks of the Architect's receipt of the GC/CM's estimate. If the parties fail to reconcile the estimates, the Owner may designate that the GC/CM's estimate shall be used to establish the Construction Budget. Any redesign necessary to bring the project within the established Construction Budget shall be the responsibility of the Architect and at the Architect's sole cost. The Architect shall not proceed to the next phase of the work until the cost estimates have been reconciled.

19. During all Phases of the project, Architect and its sub-consultants shall utilize the Owner's internet based project management system for written communications and documents management and exchange between Owner, Architect and Contractor. Owner will provide the required licenses, access codes and training at Owner's facilities to facilitate information transfer. Documents posted to the system shall be in accordance with the Portable Document Format (PDF) Requirements set forth in Attachment G of this Agreement.

20. Construction drawings, addenda and change orders shall be prepared utilizing a computer aided design ("CAD") system in accordance with Owner's CAD standards and requirements as set forth in Attachment G. Architect shall submit data and information to Owner for approval to confirm that Owner's standards and requirements are met.

21. The Architect shall assist the Owner by providing any project information required by the Capital Projects Advisory Review Board (CPARB) under the authority of RCW 39.10.

B. Schematic Design Phase.

1. Based upon Owner's approved program documents and upon receipt of Owner's written authorization to proceed, Architect shall, in consultation with Owner and any other persons or entities designated by Owner, ascertain Owner's needs and further establish the general and detailed requirements for the Project, and prepare Schematic Design Documents that represent Architect's recommendations. The Schematic Design Documents shall comply with requirements set forth in Attachment B, Document Requirements.

2. Architect shall prepare a cost estimate and shall reconcile the cost estimate in accordance with the requirements set forth in Article II A.17 , and shall update the schedule in accordance with Article II A.3.

3. Prior to the printing of final Schematic Design Documents for Owner, Architect shall submit a checklist, based on Attachment B, noting any exception or failure to meet the requirements of Attachment B, for Owner's approval.

4. Architect shall provide a written response on the review comment resolution form, Attachment E, to all review comments given to the Architect by the Owner and/or GC/CM. Said responses shall, as appropriate, be incorporated into the cost reconciliation discussions.

5. If significant revisions are required to secure Owner's approval, Architect shall incorporate such revisions into an integrated reference set of documents as required by Attachment B, Document Requirements.

6. Architect shall not proceed to the next design phase without written notice by the Owner.

C. Design Development Phase.

1. Upon written authorization to proceed from Owner, Architect shall prepare, based upon the approved Schematic Design Documents, Design Development Documents required to fix, describe and illustrate the full size, character and scope of the Project. The Design Development Documents shall comply with the requirements of Attachment B, Document Requirements.

2. Architect shall prepare a cost estimate and reconcile the cost estimate with the GC/CM in accordance with the requirements set forth in Article II A.17 and II A.18 and shall update the schedule in accordance with Article II A.3.

3. Prior to the printing of final Design Development Documents for Owner, Architect shall submit a checklist, based on Attachment B, noting any exceptions or failure to meet the requirements of Attachment B, for Owner's approval.

4. Architect shall provide a written response on the review comment resolution Form, Attachment E, to all review comments given to the Architect by the Owner and/or GC/CM. Said responses shall, as appropriate, be incorporated into the cost reconciliation discussions.

5. Architect shall not proceed to the next design phase without written notice from the Owner.

D. Construction Documents Phase.

1. Upon written authorization to proceed from Owner, Architect shall prepare, based upon the approved Design Development Documents, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the scope of the Project. Such documents shall describe materials, standards of workmanship, finishes, equipment and the conditions affecting the Work required to be performed in all divisions of the construction work and comply with the requirements of Attachment B, Document Requirements. A checklist based on Attachment B shall be submitted with the Construction



Document review sets noting any exceptions or omissions to the requirements of Attachment B, for Owner's approval.

2. Architect, in preparation of this phase of the Work, shall follow the scope and form of the Project as set forth in the approved Design Development Documents except that Architect shall incorporate changes requested in writing by Owner.

3. In preparing the Construction Documents consistent with Articles II A.16 and III B.13, the Architect shall in consultation with the Owner and the GC/CM prepare bid packages such that phased bidding is possible. Architect shall prepare the necessary plans and specifications utilizing the Construction Specification Institute ("CSI") division numbers and titles mutually satisfactory to Owner and Architect and ensure that all divisions of the Construction Documents are consistent therewith. The Instructions to Bidders shall be prepared by the GC/CM. The Architect and/or the GC/CM shall not modify the Owner's documents without written approval of the Owner.

4. Architect shall conduct a detailed intra- and interdisciplinary document check in accordance with the Quality Assurance requirements set forth in Article XII of this Agreement. This document check and the resulting corrections must be completed prior to printing of the Construction Documents for Owner's review. Architect shall submit to Owner documentation confirming that the document check has been completed.

5. a) Architect shall prepare a cost estimate and reconcile the estimate with the GC/CM in accordance with the requirements of Article II A.17 and A.18 and shall update the schedule in accordance with Article II A.3. The final cost estimate prepared for this phase shall include an estimate for each trade or bid package as agreed with the Owner and shall include an itemization of proposed alternates with estimated cost for each.

b) Architect shall prepare and submit to Owner for review a list of required Contractor submittals, including material and shop drawings and equipment submittals that Architect recommends be included in each CSI division of the Construction Contract and a list identifying proprietary bid items.

c) Architect shall propose and prepare bid alternates to provide assurance that the Construction Budget is not exceeded. Only work and items approved by Owner shall be included in the bid alternate category.

d) In addition to documents required in Article II A.9, Architect shall submit to Owner two (2) copies of the structural, mechanical and electrical calculations. Review or approval of the Drawings, Specifications and calculations and other Construction Documents by Owner shall not relieve Architect of any responsibility for their completeness and accuracy.

6. Architect shall not proceed to the next design phase without written notice by the Owner.

E. Bidding Phase.

1. The Architect shall submit the following documents to the GC/CM: general conditions and modifications thereto; supplemental conditions; technical specifications; and construction drawings. The GC/CM will then be responsible for putting together the entire document for each bid package.

2. Architect and its subconsultants shall attend subcontract pre-bid meetings, prepare addenda to be issued by GC/CM, and generally assist Owner and GC/CM in managing the bid process as requested.

3. Architect shall participate with Owner and GC/CM in evaluation of the bids.

4. Architect and its subconsultants shall prepare, a conformed set of Construction Documents including all addenda at the conclusion of the Bidding Phase.

F. Construction Phase.

1. Architect's responsibility to provide services for the Construction Phase shall commence upon award of the first bid package.

2. At Owner's option, Architect shall conduct a preconstruction presentation to Owner's representatives.

3. Architect shall participate with Owner and GC/CM in preconstruction, construction mobilization and preinstallation meetings and at the Owners request, the Dispute Review Board meetings and/or Partnering activities.

4. During construction, the Architect and its subconsultants shall perform services including, but not limited to:

a. Render interpretations of the requirements of the Contract Documents necessary for the proper execution or progress of the Work with such reasonable promptness so as not to cause a delay in the Work.

b. Provide to Owner copies of all written communications of any kind or nature whatsoever that Architect provides to GC/CM. Such copies shall be provided to Owner at the same time such communication is provided to GC/CM.

c. Review, approve or otherwise take appropriate action upon GC/CM's submittals, including written requests for information ("RFI's"), substitution requests, design build submittals, layout drawings, coordination drawings, shop drawings and submittals of product data, materials, equipment, tests, procedures and inspections. Architect's action shall be taken with such reasonable promptness so as to cause no delay in the Work. All responses are to be recorded utilizing the University's internet based project management system. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems designed by GC/CM or subcontractors. Architect's review shall not constitute approval of safety precautions programs, or, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

d. Review GC/CM's progress schedules and monthly updates for conformance with the Contract Documents, and promptly notify Owner of deviations and noncompliance.

e. Attend monthly change board meetings convened for purpose of reviewing proposed changes in the Work. Prepare necessary documents for changes in the Work including cost estimates and reasons for change, analyze GC/CM cost breakdown and recommend in writing a disposition of proposals from GC/CM. Revise construction documents with each approved change to produce a conformed record document. /

f. Determine and certify the amount owing to GC/CM, based on Architect's observations and evaluation of GC/CM's Application for Payment. Architect's certification for payment shall constitute a representation by Architect to Owner, based on Architect's observations at the site, a review of GC/CM's progress schedule(s) and on the data comprising GC/CM's Application for Payment, that the Work has progressed to the point indicated and that, to the best of Architect's knowledge, information and belief, the quality of the Work is in accord with the GC/CM Contract Documents and any specific qualifications stated in the Application and Certification for Payment; and that GC/CM is entitled to payment in the amount requested. Architect's certification for payment shall be in a form substantially similar to Attachment F. By certifying an Application for Payment, Architect shall not be deemed to represent that any examination has been made to ascertain how and for what purpose GC/CM has used the moneys paid on account of the contract sum.

g. Attend on-site weekly Progress Meetings, and require Architect's major subconsultants to attend Progress Meetings on a monthly basis for the duration of each consultant's work. Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and

programs in connection with the Work and, except as otherwise provided in this Agreement, shall not be responsible for GC/CM's failure to carry out the Work in accordance with the Contract Documents.

h. Establish with the Owner a mutually satisfactory schedule for site visits, by Architect and its subconsultants, for the purpose of becoming familiar with the progress and quality of the work completed and determine if the Work being performed is in a manner indicating that when completed will be in accordance with the Contract Documents. Submit to the Owner and the GC/CM written site observation reports on all site visits within seven (7) calendar days.

5. Architect shall at all times endeavor to discover and guard Owner against defects and deficiencies in the Work of the GC/CM, but it is understood that Architect does not guarantee the performance of the GC/CM. Whenever Architect considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Architect shall promptly advise Owner of Work which does not conform to the Contract Documents.. The Architect shall not issue directions to the GC/CM and its subcontractors.

6. Architect shall advise Owner of the need for special testing or inspection of any work. Architect may authorize, subject to prior approval of Owner, special testing or inspection and if requested by Owner, shall review billings submitted to Owner by the special inspection and testing services.

G. Construction Completion Phase

1. Architect and its subconsultants shall conduct final inspection and prepare check lists of corrective items, make reinspections confirming corrective work is complete, recommend the date or dates of Substantial Completion and recommend Final Acceptance of the Project based on the Architect's Scope of Work and GC/CM's compliance with the Contract Documents.

2. Review and/or approve and deliver to Owner releases enabling full and unrestricted use of the Work and access to services and utilities including occupancy permits, operating permits and similar releases, warranties and bond manuals and operation and maintenance manuals and written guarantees, and instructions from the GC/CM as required by the Contract Documents.

3. Architect and its sub-consultants shall correct the original Construction Documents to conform to the GC/CM's Project Record documents incorporating all as-built changes in the Work, including utilities, made during construction and provide same to Owner within two (2) months of Final Completion of the Project. Record drawings and specifications shall be submitted to Owner on a CD/DVD in CAD and PDF format in accordance with the requirements of Attachment G for Owner's CAD compliance review.

4. Upon request during the warranty period set forth in the GC/CM Contract, Architect shall assist Owner in evaluating defects in the Project, determine corrective measures, and assist Owner in implementing corrective measures as required under the terms of the GC/CM Contract.

5. Review O&M materials.

**ARTICLE III ADDITIONAL SERVICES AND REIMBURSABLES**

A. The services described in this Article are not included in Basic Services unless so identified elsewhere in this Agreement and shall be paid for as provided in Article VII; however, Owner has no obligation to pay Architect for Additional Services performed by Architect prior to receipt of Owner's written authorization for such services. Owner reserves the right to employ other means to accomplish said services.

B. Owner shall pay for the following Additional Services and Reimbursable expenses performed, furnished or incurred by Architect, provided that Architect is not obligated to perform, furnish or incur such services and expenses as a part of Architect's Basic Services.

1. Making or assisting in making planning surveys and special analyses of Owner's needs and requirements for the Project or preparing or assisting in the preparation of Owner's program documents.

2. Providing a full-time on-site Project representative of Architect to the extent such representative is not required to fulfill Architect's obligations set forth in Article II F.4.
3. Providing consultation or contract administration for the replacement of any Work damaged by fire, accidental or natural causes during construction, provided that such damage was not caused by the fault or negligence of Architect; providing professional services or arranging for the Work to proceed should Contractor default in the performance of the Construction Contract or become delinquent or insolvent.
4. Providing other consultant services for specialties that are not included in Basic Services and that are required and approved by the Owner.
5. Providing a list and completed matrix of the tests and inspections required for the Project in a format approved by Owner.
6. Providing consulting services for Owner-supplied equipment or components to be incorporated into the Construction Contract.
7. Providing design services relative to future facilities, systems and equipment which were not defined in the initial program and/or not intended to be constructed as part of the Project.
8. Providing detailed appraisals and evaluations of existing facilities, and surveys or inventories required in connection with work not intended to be constructed as part of the Project.
9. Providing extensive assistance in the utilization of equipment or system(s).
10. Providing services after certification of Final Acceptance, except as in Article II. G. 4.
11. Preparing to serve or serving as an expert witness in connection with any arbitration or other legal proceeding provided that such proceeding is not caused or contributed to by the actions of Architect.
12. Making measured drawings of existing construction when required for planning additions or alterations thereto.
13. Providing additional copies of drawings, specifications, or Contract Documents as requested by Owner. Architect shall be reimbursed for the actual cost of reproduction of the extra copies authorized by Owner.
14. Revising drawings or specifications, previously approved by Owner, when such revisions are due to changes in Project scope, program or other changes directed by Owner and are changes not normally made as a part of the next phase.
15. Providing brochures, special graphic presentations, or detailed professional built presentation models beyond those required to comply with Attachment C.
16. Providing special presentations beyond those required to comply with Attachment C and professional built presentation models or renderings for these presentations as requested by Owner.
17. Performing services during the construction phase in connection with changes during construction per Article VIII. Services performed in connection with changes due to an error, omission or mistake of Architect will not be compensated as Additional Services.
18. Preparing the Project for temporary suspension by Owner or recommencement of the Project after any suspension period, provided that any temporary suspension of the Project is first affirmed in writing by Owner and is not caused by actions of Architect.

19. Preparing of additive and deductive alternates drawn or specified by Architect, providing the alternates were drawn or specified at the written request of Owner, and are not for the purpose of conforming to the Construction Budget indicated on Page 1 of this Agreement.

20. Preparing of documents for and participation in the process for obtaining a Shorelines Substantial Development Permit, or preparing an environmental checklist for the State Environmental Policy Act ("SEPA") unless otherwise noted in this Agreement.

21. Coordination between the Work of this Project and other related projects for which Owner has agreements with other consultants and/or contractors.

22. Providing services to correct the original Construction Documents to conform to the Contractor's project record documents to the extent changes made by the Contractor incorporating work were not issued with a change order for which the Architect received a fee, and such changes reflect as-built modifications that are not due to error or omission or mistakes of the Architect.

23. Providing printing of Construction Documents for bidding purposes.

24. Providing services for Life Cycle Cost Analysis, including site utilities related thereto and a Energy Consumption Analysis.

25. Providing commissioning support services during Phase III to the extent these services are not required due to an error, omission or mistake of the Architect or its subconsultants.

26. Participating with Owner in evaluating and selecting the GC/CM firm.

27. Participating with Owner and GC/CM in Partnering Service.

28. Providing design services related to LEED certification.

C. In the event the Construction phase time period is exceeded or extended by more than 10% of the Time established in the GC/CM Contract, Architect shall continue performance during the construction phase and may be entitled to an equitable adjustment for performing the duties described in Article II F, provided Architect has not previously been compensated and that the Construction Phase time extension occurred through no fault or neglect of Architect.

#### **ARTICLE IV ARCHITECT'S ESTIMATES OF CONSTRUCTION COST**

A. Architect does not guarantee any estimate of the construction cost prepared by GC/CM nor assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project; however, it shall represent Architect's best judgment as a design professional familiar with the construction industry, of the cost Owner should expect to pay for the construction, not including State of Washington Sales Tax, Owner's Project contingency funds, preconstruction work by GC/CM, consultant services compensation, or other items in Owner's Project budget. Architect shall notify Owner in writing at any time the estimated cost of construction exceeds the Construction Budget. Architect's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost so that it does not exceed the Construction Budget.

B. No adjustments that would increase the Construction Budget will be considered after approval by Owner of the Design Development Documents, except by Owner's written approval.

C. Architect's estimates at each phase shall correlate with the plans and specifications and shall be in a format agreeable with GC/CM and Owner. A review by Owner shall not relieve Architect of any responsibility for the completeness, quality, and accuracy of the estimates.

#### **ARTICLE V DEFINITIONS**

A. The Owner's Construction Budget includes costs for the following items, which will be included in the Total Contract Cost when the Owner executes a GC/CM Contract with the selected GC/CM:

1. Maximum Allowable Construction Cost (MACC). The MACC means the maximum cost of the work to construct the project, including a percentage for risk contingency, negotiated support services, and approved change orders.
2. GC/CM Percent Fee. The Percent Fee means the percentage amount to be earned by the GC/CM as overhead and profit.
3. GC/CM fixed amount for specified general conditions.

GC/CM Preconstruction Services and Washington State sales tax are not included in the Owner's Construction Budget amount and will not be included in the Total Contract Cost that the Owner will pay to the GC/CM.

#### **ARTICLE VI COMPENSATION FOR BASIC SERVICES**

A. Owner shall make payment for Part I and Part II services monthly. The payments shall be in proportion to the progress of Architect's work. Final payment for each phase shall become due and payable upon completion and approval by Owner of that phase of Architect's work.

B. Owner shall make payment for Construction Phase services not more frequently than monthly in proportion to the amount of the gross progress payments to GC/CM.

C. Owner shall make no deduction from Architect's compensation on account of penalties, liquidated damages or other sums withheld from GC/CM through no fault of Architect.

D. Owner shall make payment for Construction Completion Phase services upon completion of the requirements set forth in Article II. G. 1, 2 and 3.

E. Architect shall submit requests for payment monthly on forms provided and in a manner prescribed by Owner.

#### **ARTICLE VII COMPENSATION FOR ADDITIONAL SERVICES AND REIMBURSABLES**

A. Architect shall be paid for authorized Additional Services and Reimbursables on the basis of a stipulated sum agreed upon with Owner or on the basis of the rate guidelines set forth in Attachment A to this Agreement. Architect shall utilize Attachment H when preparing requests for Additional Services and Reimbursables.

B. In the event Architect and Owner cannot agree to a stipulated sum for Additional Services compensation, Architect shall proceed with the Additional Services and the compensation for such Additional Services shall be determined in accordance with the rate schedule set forth in Attachment A.

C. Owner shall make payments monthly for authorized Additional Services and reimbursable expenses, as defined in Article III, within 30 days of presentation of a properly prepared Architect's invoice.

D. When requesting payment for Additional Services or reimbursable expenses, Architect shall submit an itemized billing showing unit cost and quantity of each item billed, and referencing the specific authorizing document.

#### **ARTICLE VIII COMPENSATION FOR CHANGES DURING CONSTRUCTION**

A. The method of arriving at the compensation to be paid for design work required by all authorized changes to the Construction Contract shall be as follows:

If authorized change is:	The compensation is to be:
1. An item of work added to the Construction Contract reflected by an additive cost in a change order.	1. 100% of basic fee percentage times the cost of the additive item of work.
2. An item of work Deleted from the Construction Contract reflected by a deductive cost in a change order.	2. No addition to or deduction from the compensation for Basic Services.
3. An additive item of work which is designed by Architect, but not included in the Construction Contract.	3. 75% of basic fee percentage times the cost of the additive item of work.
4. A deductive item of work which is designed by Architect but not included in the Construction Contract.	4. No addition or deduction in the compensation for Basic Services.
5. An item of work which is designed by Architect and is categorized as an omission or error.	5. No additional compensation; work in this category may result in a claim against Architect by Owner for some or all of the costs involved.
6. An item of work which is deductive or additive and not an error or omission and the design work required is substantial.	6. Negotiated under the terms of this Agreement as Additional Services .
7. An item of work added to the project that does not require Architect's services.	7. No additional compensation.
8. To compensate contractor and/or subcontractor(s) for equitable adjustment requests and architectural services are not required.	8. No additional compensation.

B. The method of payment for design services required by authorized changes to the Construction Contract will be determined in accordance with Article VIII A above and payment is to be requested and paid with progress payments to Architect during the Construction Phase for those items of work which have been executed by Contractor up to the time of the progress payment request, and after issuance of the Authorization for Additional Services associated with those items of Work.

**ARTICLE IX BUSINESS EQUITY**

A. Architect agrees it will undertake voluntary efforts to provide the maximum practicable opportunity for participation by, and utilization of, sbe, dbE, MBE, WBE, and MWBE in the execution of the work of the Agreement. The aspirational goal for the Project is set forth on Page 2 of the Agreement. Efforts include but are not limited to the following:

1. advertising opportunities for subconsultants either through newspaper/journal ads, or through direct solicitation from sbe, dbE, MBE, WBE, and MWBE.
2. providing sbe, dbE, MBE, WBE, and MWBE that express interest with adequate and timely information about the Project, its scope, and the requirements of the Agreement.

B. Prior to the Authorization to Proceed, Architect shall submit to Owner the names of sbe, dba, MBE, WBE, and MWBE it proposes to utilize in the Agreement.

C. Prior to each payment for services, Architect shall furnish a statement, in a form designated by Owner, of the actual dollars paid to each sbe, dba, MBE, WBE, and MWBE utilized, and the totals paid in each category. Receipt of such a statement with each pay request shall be a condition precedent for payment.

#### **ARTICLE X TERMINATION AND SUSPENSION**

A. Termination for Cause. If, through any cause, Architect shall fail to fulfill in timely and proper manner Architect's obligations under this Agreement, or if Architect shall violate any of the covenants, agreements, or stipulations of the Agreement, Owner shall thereupon have the right to terminate this Agreement by giving written notice to Architect of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Architect shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Such equitable compensation shall be based on the value of such work to Owner. Notwithstanding the above, Architect shall not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of the Agreement by Architect. Owner may withhold reasonable amounts of the payments to Architect for the purpose of setoff until such time as the exact amount of damages due Owner from Architect is determined.

B. Termination for Convenience of Owner. Owner may terminate this Agreement at any time in whole or in part for the Owner's convenience. The Owner shall terminate by delivering to the Architect a Notice of Termination specifying the nature, extent and effective date of Termination. Upon receipt of the notice, the Architect shall immediately discontinue all services affected (unless the notice directs otherwise). If the Agreement is terminated for the Owner's convenience, the Architect shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of Architect covered by this Agreement plus all reimbursables incurred to the date of termination and termination expenses. There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.

C. Owner may suspend the Project at its sole discretion. If the Project is suspended by Owner for more than 30 consecutive days, Architect shall be compensated for services performed prior to the notice of suspension. When the project is resumed, provided the suspension was not caused by Architect's negligence or wrongful act, Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Architect's services. Upon such resumption, Architect shall promptly continue with its responsibilities under this Agreement and, if the parties are unable to agree on an equitable adjustment, Architect shall be paid for any Additional Services caused by the suspension as provided in Article VII.

D. In the event of termination or suspension as provided for above, Architect will provide Owner all Construction Drawings, sketches, renderings, models, other reproducible drawings, surveys, reports, photographs, calculations, prepared by Architect under this Agreement, copies of all correspondence and papers received or issued by Architect and all equipment and publications authorized by Owner for purchase shall be delivered to Owner upon request and Owner shall have the same rights to their use as if the termination or suspension had not occurred.

#### **ARTICLE XI GENERAL REQUIREMENTS**

A. Personnel.

1. The services to be furnished under the terms of this Agreement shall be performed by Architect and the subconsultants, agreed to jointly by Architect and Owner, and shall not be assigned or subcontracted further, in whole or in part, without the express written consent of Owner.



2. Architect warrants that it has not employed any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Architect any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Owner shall have the right to void this Agreement without liability and at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

3. Architect, all employees of Architect, and other personnel employed by Architect and providing the services under this Agreement, shall in no way stand to gain financially from this Agreement except for the compensation provisions of this Agreement or through wages, salaries, or bonuses paid by Architect; nor shall they own any interest in any contracting firm, subcontracting firm, or material supplier connected with the project.

B. Records.

1. Final surveys, reports, Contract Drawings and Specifications, and calculations shall be signed and stamped by an Engineer or Architect licensed in the State of Washington and provided to Owner.

2. Owner has the right to audit all records of the Consultant and its subconsultants relevant to the performance of this agreement. Records shall be available to the Owner or its authorized representatives at mutually convenient times and shall be retained for six years after final acceptance of the Project. All financial records shall be kept on a generally recognized accounting basis. Records include, without limitation, payroll, expenses, accounts, materials, reports, drawings and specifications.

C. Nondiscrimination and Affirmative Action. Architect certifies that (a) it will comply with Presidential Executive Order 11246, as amended, and agrees that the Equal Opportunity Clause contained therein, is incorporated herein by reference; (b) it will comply with Section 503 of the Rehabilitation Act of 1974, as amended, and agrees that the Affirmative Action Clauses contained therein is incorporated herein by reference; and (c) it will comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities and employment practices.

D. Asbestos. The existing facilities involved in this Project may contain asbestos. Owner shall determine if asbestos-containing material exists in or adjacent to the Project area. If it appears that asbestos-containing materials exist in or adjacent to the area involved in the Project, Architect shall inform Owner of this possibility. Owner shall investigate and test these materials to determine the extent and nature of the asbestos, and decide on appropriate procedures to abate the asbestos or protect it during construction. Owner may separately contract with an asbestos consultant for this purpose.

If asbestos abatement is required, it may, at Owner's sole option, be dealt with either as a separate construction contract or as a part of the GC/CM contract for the Project.

If Owner chooses to include the asbestos abatement as part of the GC/CM Construction Contract for the Project, or if measures are required to protect the asbestos during construction, the drawings and specifications related to the asbestos work shall be prepared by Owner (or by an asbestos consultant separately hired by Owner for this purpose), and provided to Architect by Owner for inclusion in the set of Contract Documents prepared by Architect. All Drawings and Specifications for the asbestos work shall clearly identify the author of such Drawings and Specifications.

Any questions that arise related to asbestos shall be referred to Owner for resolution, and Architect shall not be required to do any work nor render any opinions related to asbestos. However, Architect shall coordinate to assure consistency between the Work and schedule of Architect and of the asbestos work.

E. Hazard Communication. Owner will provide to Architect the information required by WAC 296-800-170 regarding hazardous chemicals preexisting at the job site. The Owner's Department of Environmental Health and Safety maintains a master file of Material Safety Data Sheets ("MSDS") for the

listed substances available for consultant review. Architect will ensure that the information in this Article is made known to all of Architect's personnel and subconsultants expected to be at the job site, and that this same information is included in all subconsulting contracts.

F. Insurance. Prior to commencement of services under this Agreement, Architect shall submit to Owner certificates of insurance for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. The University of Washington and its Board of Regents, as Owner, shall be named as an additional insured on all policies except Professional Liability coverage. Such policies shall not be canceled or materially modified without forty-five (45) days prior notice to Owner.

Architect shall maintain at Architect's own expense, the following insurance coverages, insuring Architect, Architect's employees, agents, designees and indemnities as required herein:

1. Workers' Compensation and Employer's Liability:

- a) Workers' Compensation Benefits State of Washington, statutory.
- b) Employer's Liability:
  - (1) Each Accident - \$1,000,000.
  - (2) Disease - Policy Limit - \$1,000,000.
  - (3) Disease - Each Employee - \$1,000,000.
- c) U.S. LH, if applicable.

2. Commercial General Liability:

- a) Limits - Bodily Injury and Property Damage Combined Limit:
  - (1) General Aggregate - \$1,000,000.
  - (2) Products and Completed Operations Aggregate - \$1,000,000.
  - (3) Personal and Advertising Injury - \$1,000,000.
  - (4) Each Occurrence - \$1,000,000.
- b) If policy is issued on other than the 1986 ISO Commercial General Liability Policy Form, the policy shall be endorsed to include the Broad Form Comprehensive General Liability Endorsement.
- c) Architect shall continue Products and Completed Operations Insurance coverage with the same limits as contained herein for two years, commencing with issuance of final certificate of payment.

3. Automobile Liability:

Limits - Bodily Injury and Property Damage, combined single limit - \$1,000,000. Coverage shall apply to all owned, non-owned and hired automobiles.

4. Umbrella Excess Liability:

Limit - \$1,000,000

5. Professional Liability: Unless provided on a project basis, Architect shall provide professional liability insurance, including contractual liability coverage with all coverage retroactive to the earlier of the effective date of this Agreement or the commencement of Architect's services in relation to the Project.

Architect's professional liability insurance shall have a limit of no less than \$5 million, on a form and from a carrier acceptable to Owner. The policy shall remain in effect for the duration of the Project and for at least six (6) years following Substantial Completion ("Required Coverage Period"). During the Required Coverage Period, Architect shall notify Owner of any claim which may impair the level of coverage. In such event, Owner shall have the right to require Architect to obtain additional coverage to assure \$1 million of available insurance for each liability coverage.

6. Architect shall require its structural, mechanical and electrical subconsultants to obtain and maintain the insurance coverages set forth in this Section XI.F, except that Professional Liability insurance shall have a limit of no less than \$1 million and Umbrella Excess Liability shall not be required.

G. Hold Harmless. Architect shall defend, indemnify, and hold Owner harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

1. the sole negligence of Architect, its officers, employees, agents or subconsultants;
2. the concurrent negligence of Architect, its officers, employees, agents or subconsultants but only to the extent of the negligence of Architect, its officers, employees, agents or subconsultants; or
3. the use of any design, process, or equipment specified by Architect which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

H. Corrections. Any defective designs, specifications, drawings or services furnished by Architect will be promptly corrected by Architect at no cost to Owner.

I. Approvals. Owner's approval, acceptance, use or payment for all or any part of Architect's services or of the Project itself shall in no way alter Architect's obligations or Owner's rights hereunder.

J. Representations and Warranties. Architect hereby represents and warrants to Owner the following:

1. that Architect is financially solvent, able to pay Architect's debts as they mature and possessed of sufficient working capital to complete the services required and perform Architect's obligations hereunder;
2. that Architect is able to furnish any of the plant, tools, materials, supplies, equipment and labor required to complete the services required and perform all of Architect's obligations hereunder and has sufficient experience and competence to do so;
3. that Architect shall comply with all applicable state and local laws, statutes, and ordinances relating to professional registration, licensing and authority to perform all of Architect's obligations required to be performed under this Agreement;
4. that Architect's execution of this Agreement and Architect's performance thereof is within Architect's duly authorized powers; and

5. that Architect's duly authorized representative has visited the Project, become familiar with the local conditions under which the services required hereunder are to be performed and correlated Architect's observations with all of the requirements of the Contract Documents.

Architect agrees that the representations and warranties in this Subparagraph XI.J shall survive the execution and delivery of this Agreement.

K. Jurisdiction. This Agreement shall be deemed executed in King County of the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provision.

L. Time. Time is of the essence of each and every provision of this Agreement.

M. Use of Documents.

1. The Drawings, Specifications and other documents prepared by Architect or Architect's subconsultants for this Project are intended for use solely with respect to this Project. Owner shall be permitted to retain copies, including reproducible copies and originally stamped copies of Architect's Drawings, Specifications and other documents for information, and reference in connection with Owner's use and occupancy of the Project. Owner shall not use Architect's Drawings, Specifications or other documents for other projects, provided that it is expressly understood and agreed that Owner shall have the right to utilize Architect's Drawings, Specifications and other documents to expand the Project, correct any deficiencies, make any renovations or repairs to the Project, or use for future project design other than the construction of another building. Original construction drawings, sketches, renderings, models, other reproducible drawings prepared under this Agreement, surveys, reports, photographs, construction phase documentation prepared by Architect, copies of all correspondence and papers received or issued by Architect and all equipment or publications authorized by Owner for purchase shall be delivered to Owner upon request.

2. Architect may use renderings or photographs of the Project for promotional purposes. Owner may upon written notice to Architect limit or withdraw its permission to use Project materials for promotional purposes. Architect shall not use drawings, specifications and other documents prepared for this Project for any other purpose unrelated to this Project, without Owner's written consent.

N. Claims and Disputes.

1. If Architect believes it has a claim against Owner, it shall give written notice to Owner within 21 days after occurrence of the event giving rise to such Claim or within 21 days after Architect first recognizes the conditions giving rise to the Claim, which is later.

2. For purposes of this section, a Claim is a demand or assertion seeking, as a matter of right, adjustment or interpretation of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. Architect has the responsibility to substantiate Claims.

3. The parties shall expeditiously attempt to resolve all Claims and disputes in a non-litigious manner. If a Claim has not been resolved after appropriate consultation between Owner and Architect, the Claim shall be referred to the Senior Vice President of the University for action. A decision by the Senior Vice President shall be required as a condition precedent to litigation.

4. Upon demand by Owner, any Claims between Owner and Architect, GC/CM and Architect, Owner and GC/CM, Owner and GC/CM's Guarantor, or GC/CM and its subcontractors and suppliers shall be submitted in a single forum, and Owner may consolidate or join any of the above named parties in the action. Other third parties may be joined upon notice of either Architect or Owner and with the consent of such third party. Thereafter, such third parties shall be bound by the results of such dispute resolution process to the same extent as the original parties to the dispute.

O. Should any provision of this Agreement, at any time, be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

P. Communications by and with Architect's consultants shall be through Architect. Notwithstanding anything to the contrary in this Agreement, Owner has not relinquished its right to communicate with GC/CM directly. Architect agrees to act as the representative of Owner in connection with any communication by or with GC/CM and/or Architect's consultants.

Q. Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Architect shall not assign this Agreement without the written consent of Owner.

R. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Owner or Architect.

S. This Agreement represents the entire and integrated agreement between Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

#### **ARTICLE XII QUALITY ASSURANCE**

A. General Requirements. Architect shall provide in writing to Owner for review and approval, a program controlling quality assurance activities. Quality Assurance ("QA") shall encompass all planned and systematic activities necessary to ensure that the Project will perform as intended in service, meet the program requirements, and comply with terms of this Agreement. As a minimum, the QA program shall meet the following requirements:

1. Architect's QA program shall cover activities affecting quality performed by Architect for Owner. Architect shall include in all subconsultants' contracts the QA requirements defined herein. The QA program shall be implemented upon the issuance of Authorization to Proceed and continue for the duration of activities covered by this program.

2. Architect shall submit three copies of Architect's QA program for Owner's review and approval before or concurrent with the first monthly request for payment.

3. Architect shall provide Owner access to activities and records affecting quality for the purpose of audits to confirm implementation of the QA program for work covered by this program. Architect shall maintain QA records identifiable, legible, and retrievable for the duration of the Project. QA records will be turned over to Owner, if requested, upon completion of the Work. Architect shall retain QA records for six years after final acceptance of the Project.

4. All elements of the plans and specifications shall be checked by Architect and such checks should be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline with the intent to:

- a) Determine the completeness of the product delivered by the Architect.
- b) Avoid change orders to construction contracts which are caused by conflicts, ambiguities, inaccuracies, and deficiencies in and between the construction plans and specifications.

B. Specific Requirements. Architect's QA program shall include at least the following activities:

1. The specific methodology that will be used to cross-check all plans of the various disciplines to one another and for completeness and accuracy at each submittal stage.
2. The specific methodology that will be used to cross-check all the plans and specifications to each other for completeness and accuracy at each submittal stage.
3. A checklist of items that will be researched during the on-site investigation.
4. Maintenance of an "Exception to Project Requirements List." This list shall include all items that are at variance with the Project Program including the FDI Manual, and other written Project requirements.
5. A system for tracking and documenting all changes to the Project Program.

**ARTICLE XIII GLOSSARY**

CAD:	Computer Aided Design and Drafting
MUP:	Master Use Permit
SEPA:	State Environmental Policy Act
TCC:	Total Contract Cost as defined in Article V

End of Conditions to the Agreement