

**MASTER AGREEMENT FOR MECHANICAL AND ELECTRICAL
ENGINEERING SERVICES
OA3 (Single Design Phase)**

THIS MASTER AGREEMENT (Agreement) is made and entered into by the University of Washington (Owner), and _____(firm name)_____(Engineer) with its home office located at _____(address)_____. Owner and Engineer may hereinafter be referred to as "Parties." This Agreement shall be effective on the last date set forth in the signature page. This Agreement will remain in force and effect for two years from the effective date of this Agreement, provided however, that, at the Owner's option, the Owner and the Engineer may enter into an amendment to this Agreement extending the Agreement for one additional year; and provided further that the terms of this Agreement shall remain in full force and effect for any Basic Services Authorization (for authorizing the performance of work for a project under this Agreement) executed prior to the expiration of this Agreement. Hourly rates established in this Master Agreement shall remain in effect for the initial two year term of this Master Agreement. Hourly rates that are in effect when an Authorization is issued shall remain in effect for all services provided under that Authorization. Upon request of the Engineer, the hourly rates will be subject to renegotiation for the optional one year term, and new rates, if approved, shall be authorized by an amendment to this Master Agreement and shall apply to new Authorizations.

During this period, the Owner intends to design and construct various remodeling projects in the _____ area at the University of Washington on an as needed basis, and shall be on an individual project basis. The Owner may also utilize the services of the Engineer for other areas at the University.

Owner and Engineer in consideration of the mutual promises set forth hereinafter, agree as follows:

The Agreement consists of this form (Pages 1, 2 and 3), the Conditions of the Agreement, (Pages 4 through 21) and the following Attachments:

- Attachment A: Rate Guidelines
- Attachment B: Document Requirements
- Attachment C: Document Review Process
- Attachment D: CAD and BIM Standards
- Attachment E: Review Comment Resolution Form
- Attachment F: Invoice Instructions for Consultants
- Attachment G: Engineer's Personnel
- Attachment H: Reserved
- Attachment I: Additional Services Scope Attachment Form
- Attachment J: Target Value Design Cost Model
- Attachment K: Meeting Minutes Template

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

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

Owner will be conducting a written evaluation of Engineer's services on this Project. Engineer 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 engineering services.

COMPENSATION FOR BASIC AND ADDITIONAL SERVICES

A Maximum Allowable Construction Cost (MACC) will be established for each project and the percent fee compensation will be computed in accordance with the guidelines set forth in the Washington State Fee Schedule and will be set forth in a Basic Services Authorization issued for each project.

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 calculated as follows:

a) For Part I & II, the Engineer will be paid an amount equal to the MACC times 71% times the appropriate fee percentage from the Washington State Fee Schedule in force at the time of the Basic Services Authorization.

b) For Part III, the Engineer will be paid an amount equal to the Construction Contract Award, as defined in Article V, times 29% times the appropriate fee percentage from the Washington State Fee Schedule in force at the time of the Basic Services Authorization.

If at any time the MACC is changed by amendment to this Agreement, the Basic Services Fee shall be adjusted as appropriate, however, no fee adjustment shall be made for phases already completed at the time any such amendment is effective.

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

Preliminary Design Phase is	38%	}	Part I = 38% of
		}	Basic Services Compensation
Construction Document Phase is	95%	of 33%	}
and			}
Bidding Phase is	5%	of 33%	}
			Part II = 33% of
			Basic Services Compensation
Construction Phase is	90%	of 29%	}
and			}
Construction Completion Phase	10%	of 29%	}
			Part III = 29% of
			Basic Services Compensation

Owner may authorize the performance of Additional Services by Engineer 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 Engineer 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 the Basic Services Compensation or compensation for Additional Services, and are described in Article III. Reimbursable expenses shall be paid by Owner in accordance with Article VII.

The Owner shall not pay the Engineer more than the total dollar amount authorized in any Basic Services Authorization, any amendments to the Basic Services Authorization, and any Additional Service or Reimbursable authorizations. Upon receipt by the Owner of the Engineer's invoice that the Owner determines to be the Engineer's final invoice for all work authorized and performed, the Owner shall notify the Engineer in writing that no further payment will be made to the Engineer, unless the Engineer 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 Engineer within the 30 day period, the Engineer's rights to any further payment under the Basic Services Authorization shall be terminated, and the Owner shall make no further payments to the Engineer under the Basic Services Authorization.

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

OWNER
University of Washington

ENGINEER
[Enter Engineer's Business Name]

By: _____
Signature Date

By: _____
Signature Date

Name: _____

Name: _____

Title: _____

Title: _____

I:MASTEROA3Eng

CONDITIONS OF THE AGREEMENT

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ARTICLE I OWNER'S RESPONSIBILITIES

A. Owner's representative authorized to act on its behalf with respect to each Authorization issued under this Agreement shall be the Project Manager.

B. Owner shall consult with Engineer regarding requirements for each individual Project. The Owner's Facilities Design Standard is available online at <https://facilities.uw.edu/planning/design-standard>. The Engineer shall adhere to the Facilities Design Standard in effect for each project authorized under the Master Agreement and will coordinate with the Owner throughout each Project to incorporate the Facilities Design Standard into the design and construction of each Project. The Owner must approve any deviations from the Facilities Design Standard.

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.

D. Owner shall furnish information, approvals and services required as expeditiously as necessary for the orderly progress of the Work. Engineer 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 of services.

E. Owner shall furnish, if reasonably required for the Project and requested by Engineer, 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. Owner shall arrange and pay for the required advertisements for bid.

G. Owner shall furnish such legal, accounting and insurance counseling services as may be reasonably required for the Project, requested by Engineer and approved by Owner.

H. Provided that such consultants are not retained by Engineer 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 Engineer and approved by Owner. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining subsoil, air and water conditions.

I. Owner shall furnish, if reasonably required for the project, and requested by Engineer and approved by Owner, services for purposes of testing quality of concrete and reinforcing steel, for the fabrication and installation of structural steel.

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

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

L. Owner will, with the assistance of Engineer, coordinate the Project with governmental agencies including but not limited to preparing the Environmental Impact Statement ("EIS"), making the Master Use Permit ("MUP") and building permit applications.

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

ARTICLE II BASIC SERVICES OF ENGINEER

A. General Items.

1. Engineer shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the.

2. Engineer acknowledges the relationship of trust, good faith, fair dealing, and confidence established between Engineer and Owner by this Agreement. Accordingly, Engineer's acts shall be consistent with this relationship. Engineer shall further the interest of Owner through efficient business administration and management and engineering design. The parties intend that an independent contractor relationship is created by this Agreement. Engineer and its employees or agents performing under this Agreement are not employees or agents of the University Washington. Engineer shall not have authorization, express or implied, to bind University of Washington to any agreement, liability, or understanding, except as expressly set forth herein.

3. Engineer shall utilize Target Value Design throughout the design process to ensure design decisions are made within the context of cost and value to the Owner.

4. Engineer and Owner shall jointly establish a written schedule for performance of Engineer'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. Engineer shall routinely reevaluate the established schedule and promptly notify Owner in writing of any actual or anticipated deviation of Engineer's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by Owner. Engineer shall provide revised time schedules when so approved.

5. In carrying out its services, Engineer shall refer to and utilize the Owner's Design Standard in effect for each project authorized under the Master Agreement. The Engineer 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.

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

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

8. Engineer and subconsultants shall request from Owner the general and specific requirements for the Project including Facilities Design Standard, functional requirements, technical requirements, site requirements, and any other conditions peculiar to the project that may affect the design, location or costs.

9. Engineer shall provide to Owner via Dropbox or other Owner approved sharing service, or a USB drive, with the drawings and specifications in PDF format. The cost of reproduction and/or distribution of paper copies, if required by Owner, shall be paid directly by Owner. However, Owner will not pay for the cost of reproduction of any materials for Engineer or Engineer's subconsultants' use.

10. Engineer shall prepare, provide and issue documents, and otherwise assist 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, Engineer 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. Engineer shall meet with 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. Engineer shall prepare all drawings and other information in compliance with the requirements of Attachment B and in a form and style suitable for presentation, review and reproduction.

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

14. Engineer's key personnel and subconsultants for this Project as described in the selection process and designated in Attachment G 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 Engineer in writing and allowed a reasonable period for adjustments and/or corrections.

15. At the completion of each phase Engineer will provide Owner with a project schedule setting forth the expected period of time required for completion of the design, required approvals and construction of the project.

16. During all Phases of the Project, Engineer and its sub-consultants shall utilize the Owner's internet based project management system for written communications and documents management and

exchange between Owner, Engineer 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 D of this Agreement.

17. Engineer shall prepare drawings for each Phase, including but not limited to addenda, change orders, and record as-built drawings, utilizing a computer aided design and drafting ("CAD") system in accordance with Owner's CAD Standards and Requirements set forth in Attachment D of this Agreement. Specifications shall be developed utilizing the Construction Specifications Institute (CSI®) division numbers and titles mutually satisfactory to Owner and Engineer. Engineer shall submit data and information to Owner for approval to confirm that Owner's Standards and Requirements will be met.

18 Engineer shall prepare and distribute meeting agendas at least 24 hours in advance of all scheduled meetings. Engineer shall prepare meeting minutes throughout the design and construction phases of the Project. Meeting minutes shall be prepared using Owner's form Attachment K and distributed within two business days of each meeting

B. Preliminary Design Phase.

1. Based upon Owner's approved program document and upon receipt of Owner's written authorization to proceed, Engineer shall, in consultation with Owner and any other persons or entities designated by Owner, ascertain Owner's needs and prepare Preliminary Design Documents that fix, describe and illustrate the full size, character and scope of the Project. The Preliminary Design Documents shall comply with requirements set forth in Attachment B, Document Requirements.

2. Engineer shall maintain a detailed statement of probable construction cost (hereinafter, "cost estimate") projected to the expected time of bid opening. The cost estimate shall be in the format of a Target Value Design cost model (hereinafter, "cost model") provided in Attachment J of this Agreement. The "Established Target Value Model" column will be populated using benchmarking data from projects considered similar to the Project in terms of scope, size and function. The "Design Tracking Model" column will be continually updated throughout this phase. As preliminary design is developed, decisions will be made regarding cost and value. The "Design Tracking Model" column will be tracked against the "Established Target Value Model" column to ensure preliminary design is progressing in a manner that is consistent with the Target Value Design goals established at the beginning of the Project.

3. At the end of this phase, the then-current version of the cost model shall be submitted by Engineer as part of securing Owner's written approval of the Preliminary Design Documents. The "Design Tracking Model" column shall include a design contingency and be in sufficient detail to give reasonable assurance to Owner that construction costs shall not exceed the MACC. With submission of the cost model, the Engineer will also provide an updated project schedule per Article II.A.15.

4. Prior to the printing of final Preliminary Design Documents for Owner, Engineer shall complete the Acceptance Panel Review process per Attachment C.

5. Engineer shall provide a written response to all Owner Review Comments on the Review Comment Resolution Form, Attachment E. Said responses shall, as appropriate, be incorporated into a revised Statement of Probable Construction Costs.

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

7. Engineer shall secure Owner's written approval of the Preliminary Design Documents before beginning work on the next phase.

C. Construction Documents Phase.

1. Upon written authorization to proceed from Owner, Engineer shall prepare, based upon the approved Preliminary Design 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 known exceptions or omissions to the requirements of Attachment B, for Owner's approval.

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

3. In preparing the Construction Documents, Engineer shall, in consultation with Owner, prepare the necessary bidding information, bidding forms, and the form of Agreement between Owner and Contractor (the "Construction Contract"), which shall include Owner's General Conditions of the Contract, with Amendments, Special Conditions, and standard forms, as furnished by Owner and ensure that the subsequent divisions of the Construction Documents are consistent therewith.

4. Engineer 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. Engineer shall submit to Owner documentation confirming that the document check has been completed.

5. a) Engineer shall continue to maintain the cost estimate in the cost model submitted to the Owner at the end of Preliminary Design Phase. The "Established Target Value Model" column will not be changed during this phase. The "Design Tracking Model" column will be continually updated throughout this phase. As the Construction Documents are developed, decisions will be made regarding cost and value. The "Design Tracking Model" column will be tracked against the "Established Target Value Model" column to ensure the Construction Documents are progressing in a manner that is consistent with the Target Value Design goals established at the beginning of the Project.

b) At the end of this phase, the final version of the cost model shall be submitted by Engineer as part of securing Owner's written approval of the Drawings and Specifications. The "Design Tracking Model" column shall not include a design contingency. However, that column will include an itemization of bid alternates proposed and the construction costs to be added to or deducted from each bid alternate selected and be in sufficient detail to give reasonable assurance to Owner that construction costs shall not exceed the MACC. With submission of the final version of the cost model, the Engineer will also provide an updated project schedule per Article II.A.15.

c) Engineer shall prepare and submit to Owner for review a list of required Contractor submittals, including material and shop drawings and equipment submittals that Engineer recommends be included in the Construction Contract.

d) Engineer shall propose and prepare bid alternates to provide reasonable assurance that Owner will be able to award a construction contract that does not exceed the MACC. Only Work and items approved by Owner shall be included in the bid alternate category. The number of alternates shall be kept to a minimum.

e) Engineer shall submit to Owner completed working drawings, copies of the specifications, and 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 Engineer of any responsibility for their completeness and accuracy.

6. Engineer shall secure Owner's written approval of the Drawings and Specifications, the final version of the cost model, and the alternates prior to proceeding to the next phase.

D. Bidding Phase.

1. When authorized by Owner to call for bids, Engineer shall provide Construction Documents for distribution and bidding purposes.
2. Engineer shall attend the prebid conference, prepare addenda for distribution, attend the bid opening (optional), and generally assist the Owner in managing the bid process as requested.
3. Engineer shall participate with Owner in evaluation of the bids.
4. In the event the lowest responsive bid submitted by a responsible bidder satisfactory to Owner for the construction of the Project pursuant to the approved Drawings and Specifications for the Project exceeds the MACC, then Engineer will, at its sole cost and expense, revise Drawings and Specifications as may be required by Owner to reduce or modify the quality or quantity, or both, of the Work so that the total construction cost of the Project will not exceed the MACC.

E. Construction Phase.

1. Engineer's responsibility to provide services for the Construction Phase shall commence upon award of the Construction Contract.
2. At Owner's option, Engineer shall conduct a preconstruction presentation to Owner's representatives.
3. Engineer shall participate with Owner in the preconstruction conference and pre-installation meetings with Contractor.
4. During the progress of construction, the Engineer shall perform services including:
 - a) consult with the Owner during the Construction Phase. All instructions to the Contractor shall be forwarded through the Owner.

The Engineer shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by a written instrument from the Owner.

- b) 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.
- c) provide to Owner copies of all written communications of any kind or nature whatsoever that Engineer provides to Contractor. Such copies shall be provided to Owner at the same time such communication is provided to Contractor.
- d) review, approve or otherwise take appropriate action upon Contractor's submittals, including field questions, shop drawings and submittals of materials, equipment, tests and inspections. Engineer's action shall be taken with such reasonable promptness so as to cause no delay in the Work. 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 Contractor. Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Engineer, of construction means, methods, techniques, sequences or procedures. Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- e) review, approve or otherwise take appropriate action upon Contractor's submittals, including field questions, shop drawings and submittals of materials, equipment, tests and inspections. Engineer's action shall be taken with such reasonable promptness so as to cause no delay in the Work. 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 Contractor. Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Engineer, of construction means, methods, techniques, sequences or procedures. Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

e) prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for change, and secure, analyze, and recommend disposition of proposals from Contractor for changes in the Work. Review of Contractor's proposals shall be written and include a detailed analysis of Contractor's cost breakdown and a recommendation thereon. Engineer shall attend Owner's Change Board meetings convened for purpose of reviewing proposed changes in the Work.

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

g) work with Owner and Contractor to ensure that all costs for construction work required by all authorized changes to the Construction Contract and all schedule of value costs reported on the Contractor's Applications for Payment accurately reflect the Work, and that Engineer will incorporate all such costs into the correct Uniformat cost categories under the "Design Tracking Model" column of the cost model.

h) obtain and review Contractor's progress schedules for conformance with the Construction Documents, and promptly notify Owner and Contractor of deviations and noncompliance.

i) visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.

j) conduct on-site Project progress meetings, and require Engineer's major subconsultants to do likewise unless exempted by Owner. Engineer shall require its other subconsultants to conduct site observations as required to adequately observe the Work they designed and attend progress meetings as mutually agreed by Owner and Engineer. Engineer shall keep project meeting minutes and shall submit to Owner site observation reports for each site visit. Project meeting minutes and observation reports shall be transmitted to Owner and Contractor as soon as possible but in no event later than two days prior to the next scheduled meeting. Engineer 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 Contractor's failure to carry out the Work in accordance with the Contract Documents.

5. Engineer shall at all times endeavor to discover and guard Owner against defects and deficiencies in the Work of Contractor, but it is understood that Engineer does not guarantee the performance of Contractor. Engineer shall promptly advise Owner of Work which does not conform to the Contract Documents. Whenever Engineer considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Engineer shall advise Owner of the need for special inspection or testing of any Work. Engineer may authorize, subject to the prior approval of Owner, such special testing or inspection in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. If requested by Owner, Engineer shall review billings submitted to Owner by the special inspection and testing services.

6. Engineer shall have authority to reject Work which does not conform to the Contract Documents. Engineer shall advise Owner's Representative that work should be stopped when such stoppage may, in Engineer's reasonable opinion, be necessary to ensure the proper execution of the Work.

F. Construction Completion Phase

1. Engineer shall conduct pre-final inspection and prepare check lists of corrective items, make final inspections (all disciplines), including at least one reinspection, determine the date or dates of Substantial Completion and the date of Final Completion of the Project and Contractor's compliance with the Contract Documents, and recommend acceptance of the Project to Owner.
2. Obtain, review, approve and deliver to Owner written guarantees, manuals and instructions from Contractor as required by the Construction Documents upon completion of construction and prior to Final Acceptance.
3. Engineer and its sub-consultants shall correct the original Construction Documents to conform to the Contractor's project record documents incorporating all as-built changes in the Work, and provide same to Owner within two (2) months of Final Completion of the Project. Record drawings and specifications shall be submitted to Owner in accordance with the requirements of Attachment D for Owner's CAD, BIM and PDF compliance review.
4. Upon request during the warranty period set forth in the Construction Contract, Engineer shall assist Owner in identifying defects in the Project, determine corrective measures, and assist Owner in implementing corrective measures as required under the terms of the Construction Contract.

ARTICLE III ADDITIONAL SERVICES AND REIMBURSABLES

- A. The services described in this Article III 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 Engineer for Additional Services performed by Engineer prior to receipt of Owner's 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 Engineer, provided that Engineer is not obligated to perform, furnish or incur such services and expenses as a part of Engineer'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.
 2. Providing a full-time on-site Project representative of Engineer to the extent such representative is not required to fulfill Engineer's obligations set forth in Article II. E. 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 Engineer; providing professional services should Contractor default in the performance of the Construction Contract or become delinquent or insolvent.
 4. Providing consulting services for specialties that are not included in Basic Services such as special acoustic design, laboratory equipment, kitchen equipment, arborist services, or furniture selection as negotiated with 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 issuance to Owner of the final Certificate for Payment, except as in Article II. F. 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 Engineer.
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. Engineer 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 changes or other changes directed by Owner that are changes not normally made as a part of Preliminary Design phase.
15. Providing services for securing separate bids and for contract administration if major divisions of the construction work or separate bid packages are requested by Owner.
16. Providing brochures, special graphic presentations, or detailed professional built presentation models beyond those required to comply with Attachment C.
17. Performing services during the construction phase in connection with changes in the Work. Services performed in connection with changes due to an error, omission or mistake of Engineer 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 Engineer.
19. Preparing of additive and deductive alternates drawn or specified by Engineer, providing the alternates were drawn or specified at the written request of Owner, and are not for the purpose of conforming to the estimated Maximum Allowable Construction Cost 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 Impact Statement 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 Engineer received a fee, and such changes reflect as-built modifications that are not due to error or omission or mistake of the Engineer.
23. Providing services for Life Cycle Cost Analysis and site utilities services related thereto.

24. Providing services for participation in Value Engineering processes requested by Owner and conducted by Owner's separate consultant.

25. Providing printing of Construction Documents for bidding purposes.

26. Attending any necessary University-sponsored training class for use of the University's internet based project management system.

C. In the event the Construction Contract Time is exceeded or extended by more than 25% of the Contract Time established on the effective date of the Construction Contract, Engineer shall continue administration of the Construction Contract and be entitled to an equitable adjustment for performing the duties described in Article II. E. 4. a) - i), provided that the Construction Contract time extension occurred through no fault or neglect of Engineer.

ARTICLE IV ENGINEER'S ESTIMATES OF CONSTRUCTION COST

A. Engineer does not guarantee any estimate of the construction cost (as contained in the cost model) prepared by Engineer 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 Engineer'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, consultant services compensation, or other items in Owner's Project budget. Engineer shall notify Owner in writing at any time the estimated cost of construction exceed the Maximum Allowable Construction Cost. 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 Maximum Allowable Construction Cost.

B. No adjustments that would increase any part of the cost model and the overall Maximum Allowable Construction Cost will be considered after approval by Owner of the Preliminary Design Documents, except by Owner's written approval.

C. Engineer's estimates (as contained in the cost model) at each phase shall correlate with the plans and specifications and shall have sufficient detail and clarity required for Owner's review. A review by Owner shall not relieve Engineer of any responsibility for the completeness, quality, and accuracy of the estimates.

ARTICLE V DEFINITIONS

A. Maximum Allowable Construction Cost ("MACC") Defined. The Maximum Allowable Construction Cost ("MACC") for each Project is the total sum allocated by Owner for construction of the Project, not including State of Washington Sales Tax, professional compensation, Owner's project contingency funds, administrative costs, or other items in Owner's Project budget.

B. Construction Contract Award Defined. The Construction Contract Award is the actual dollar amount of the Construction Contract at the time the Construction Contract is awarded by Owner to Contractor.

C. Target Value Design. Target Value Design is a design discipline that requires project values, cost, schedule, and constructability to be basic components of the design criteria, and that uses cost targets to drive innovation in designing a project to provide optimum value to the Owner. The Target Value Design goals are defined at the onset of the Project, continuously reinforced by Engineer, Owner, and Contractor for the duration of the Project, and used to guide the design process to a successful conclusion. The Owner's needs and budget goals are clearly understood very early in the design process and the Owner's budget goals define the goals and progress of the design.

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 Engineer's work. Final payment for each phase shall become due and payable upon completion and approval by Owner of that phase of Engineer'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 Contractor(s).
- C. Owner shall make no deduction from Engineer's compensation on account of penalties, liquidated damages or other sums withheld from Contractor(s) through no fault of Engineer.
- D. Owner shall make payment for Construction Completion Phase services upon completion of the requirements set forth in subsections II. F. 1, 2 and 3.
- E. Engineer 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. Unless otherwise agreed in writing by Owner, Engineer 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 rates and unit costs set forth in Attachment A to this Agreement. Engineer shall utilize Attachment I when preparing requests for Additional Services and Reimbursables.
- B. In the event Engineer and Owner cannot agree to a stipulated sum for Additional Services compensation, Engineer 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 Engineer's invoice.
- D. When requesting payment for Additional Services or reimbursable expenses, Engineer 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 Engineer 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	4. No addition or deduction in the

designed by Engineer but not included in the Construction Contract.

compensation for Basic Services.

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|----|---|----|--|
| 5. | An item of work which is designed by Engineer and is categorized as an omission or error. | 5. | No additional compensation; work in this category may result in a claim Against Engineer by Owner for some or all of the costs involved. |
| 6. | An item of work which is deductive or additive 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 Engineer's services. | 7. | No additional compensation. |
| 8. | To compensation contractor and/or subcontractor(s) for equitable adjustment requests and engineering 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 subparagraphs VIII, A, 1, 3&6 above and payment is to be requested and paid with progress payments to Engineer 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. Engineer agrees it will undertake voluntary efforts to provide the maximum practicable opportunity for participation by, and utilization of, 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) in the execution of the work of the Agreement. For the Project, an aspirational goal of 10% combined sbe/dbe/MBE/WBE/MWBE participation is established. 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, dbbe, MBE, WBE, and MWBE.
2. providing sbe, dbbe, MBE, WBE, and MWBE that express interest with adequate and timely information about the Project, its scope, and the requirements of the Agreement .

3. Subconsultant Payments Reporting Requirements: This Agreement 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 Consultant and all Subconsultants shall report and confirm receipt of payments made to the Consultant and each Subconsultant through Access Equity. Information related to Consultant and Subconsultant access to and use of Access Equity will be made available on the UWF website, <https://facilities.uw.edu/projects/business-opportunities/solicitations>. The University of Washington (UW) reserves the right to withhold payments from the Consultant for non-compliance with this section. For purposes of this section, Subconsultant means any Subconsultant working on the Agreement, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Consultant shall:

- a. Register and enter all required Subconsultant information into Access Equity no later than 15 days after the UW creates the Agreement Record.
- b. Report the amount and date of all payments (i) received from the UW, and (ii) paid to Subconsultant, no later than 15 calendar days after receipt of payment by UW and payment made to Subconsultant,

issuance of each payment made by the UW to the Consultant, unless otherwise specified in writing by the UW, except that the Consultant shall mark as "Final" and report the final Subconsultant payments) into Access Equity no later than thirty (30) days after the final payment is due the Subconsultant(s) under the Agreement, with all payment information entered no later than sixty (60) days after end of fiscal year.

- c. Agreement, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the UW or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subconsultant, or UW when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Respond to reasonable requests from UW for additional information to be provided electronically through Access Equity.
- g. Require each Subconsultant to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Consultant or a higher tier Subconsultant, if applicable, through Access Equity; (iii) report payments made to any lower tier Subconsultant, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Consultant or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Consultant, or UW when necessary, to resolve promptly any discrepancies between reported and received payments.

ARTICLE X TERMINATION AND SUSPENSION

A. Termination for Cause. If, through any cause, Engineer shall fail to fulfill in timely and proper manner Engineer's obligations under this Agreement, or if Engineer shall violate any of the covenants, agreements, or stipulations of the Agreement, Owner shall thereupon have the right to terminate this Agreement and all project Authorizations issued by giving written notice to Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Engineer 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, Engineer shall not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of the Agreement by Engineer. Owner may withhold reasonable amounts of the payments to Engineer for the purpose of setoff until such time as the exact amount of damages due Owner from Engineer is determined.

B. Termination for Convenience of Owner. Owner may terminate this Agreement, or any individual project Authorization, at any time in whole or in part for the Owner's convenience. The Owner shall terminate by delivering to the Engineer a Notice of Termination specifying the nature, extent and effective date of Termination. Upon receipt of the notice, the Engineer shall immediately discontinue all services affected (unless the notice directs otherwise). If the Agreement is terminated for the Owner's convenience, the Engineer 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 Engineer 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, Engineer shall be compensated for services performed prior to the notice of suspension. When the project is resumed, provided the suspension was not caused by Engineer's negligence or wrongful act, Engineer's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Engineer's services. Upon such resumption, Engineer shall promptly continue with its

responsibilities under this Agreement and, if the parties are unable to agree on an equitable adjustment, Engineer shall be paid for any Additional Services caused by the suspension as provided in Article VII.

promptly continue with its responsibilities under this Agreement and, if the parties are unable to agree on an equitable adjustment, Engineer 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, Engineer will provide Owner all Construction Drawings, sketches, renderings, models, other reproducible drawings, surveys, reports, photographs, calculations, prepared by Engineer under this Agreement, copies of all correspondence and papers received or issued by Engineer 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 Engineer and the subconsultants, agreed to jointly by Engineer and Owner, and shall not be assigned or subcontracted further, in whole or in part, without the express written consent of Owner.

2. Engineer warrants that it has not employed any company or person, other than a bona fide employee working solely for Engineer, 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 Engineer 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. Engineer, all employees of Engineer, and other personnel employed by Engineer 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 Engineer; 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 Engineer 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. Antidiscrimination. During the performance of this Agreement:

1. Protected Classes: Engineer shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.

2. Advertisements to state nondiscrimination: Engineer shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
3. Owner and State access to Engineers records: Engineer shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Agreement.
4. Pass through provisions to Subconsultants: Engineer shall include the provisions of this section in every Subcontract.

D. Regulated materials requiring special handling or abatement.

1. The existing facilities involved in this Project may contain regulated materials. Owner shall determine if regulated materials exist in or adjacent to the Project area. If the Engineer suspects that regulated materials may exist in or adjacent to the Project area, Engineer shall inform Owner of this possibility. Owner shall investigate and test these materials to determine the extent and nature of the regulated materials, and decide on appropriate procedures to abate the regulated materials or protect it during construction. Owner may separately contract with an environmental consultant for this purpose.

2. If regulated materials abatement is required, it may be dealt with either as a separate construction contract or as part of the general Construction Contract for the Project, at Owner's sole option.

3. If Owner chooses to include the regulated materials abatement as part of the general Construction Contract for the Project, or if measures are required to protect the regulated materials during construction, the drawings and specifications related to the regulated materials work shall be prepared by Owner (or by an environmental consultant separately hired by Owner for this purpose), and provided to Engineer by Owner for inclusion in the set of Contract Documents prepared by Engineer. All drawings and specifications for the regulated materials work shall clearly identify the author of such drawings and specifications.

4. Any questions that arise related to regulated materials shall be referred to Owner for resolution, and Engineer shall not be required to do any work nor render any opinions related to regulated materials questions. However, Engineer shall provide services to coordinate consistency between the work and schedule of Engineer and of the regulated materials work.

E. Hazard Communication. Owner will provide to Engineer the information required by WAC 296-800-170 regarding hazardous chemicals pre-existing at the Project site. The Owner's Department of Environmental Health and Safety maintains a master file of Material Safety Data Sheets ("MSDS") for chemicals identified as being used in the Owner's operations, and that are available to the Engineer for unoccupied areas. MSDS for occupied and functioning areas are available to the Engineer from the Owner's department responsible for the area. Engineer will make the information in this paragraph known to all of Engineer's personnel and sub-consultants expected to be at the Project site, and will include this same information in all sub-consultant contracts of the Engineer.

F. Insurance. Prior to commencement of services under this Agreement, Engineer 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 and Worker's Compensation coverages. For projects located at Harborview Medical Center, King County, the Board of Trustees Harborview Medical Center, the University of Washington, their boards, their officers, agency and employees, and the Board of Regents shall be named as an additional insured on all policies except Professional Liability coverage and Workers Compensation. Such policies shall not be canceled or materially modified without 45 days prior notice to Owner.

Owner does not warrant or represent that such coverages and limits required herein are appropriate or adequate to protect Engineer. Neither Owner's requirements nor approval of the insurance in this document shall be

construed to relieve Engineer from liability in excess of such limits. Engineer may, at its expense, purchase larger coverage amounts.

Acceptance of the certificates or endorsements by the Owner shall not constitute a waiver of Engineers obligations hereunder.

Engineer shall maintain at Engineer's own expense, the following insurance coverages, insuring Engineer, Engineer'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) Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime – Jones Act, etc.) basis as required in the applicable jurisdiction.

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) Coverage shall be no less than that provided by ISO form CG 00 01 current edition, written on an occurrence basis Policy Form, the policy shall be endorsed to include the Broad Form Comprehensive General Liability Endorsement.

c) Engineer 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. For projects located at Harborview Medical Center, Architect shall continue Products and Completed Operations Insurance coverage with the same limits contained herein for a period of not less than six years.

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: Coverage shall be no less broad than that provided by the required Commercial General Liability, Business Auto, and Employers Liability, shown above, written on an occurrence basis, with policy limited not less than

Limit - \$3,000,000 Aggregate

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

Engineer's professional liability insurance shall have a limit of no less than \$1 million each claim / \$2 million aggregate, 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, Engineer shall notify Owner of any claim which may impair the level of coverage. In such event, Owner shall have the right to require Engineer to obtain additional coverage to assure \$1 million of available insurance for each liability coverage.

6. Engineer shall require its structural, mechanical and electrical subconsultants to obtain and maintain the insurance coverages set forth in this Section XI.F, except Umbrella Excess Liability.

G. Hold Harmless. Engineer 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 Engineer, its officers, employees, agents or subconsultants;
2. the concurrent negligence of Engineer, its officers, employees, agents or subconsultants but only to the extent of the negligence of Engineer, its officers, employees, agents or subconsultants; or
3. the use of any design, process, or equipment 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 Engineer will be promptly corrected by Engineer at no cost to Owner.

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

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

1. that Engineer is financially solvent, able to pay Engineer's debts as they mature and possessed of sufficient working capital to complete the services required and perform Engineer's obligations hereunder;
2. that Engineer is able to furnish any of the plant, tools, materials, supplies, equipment and labor required to complete the services required and perform all of Engineer's obligations hereunder and has sufficient experience and competence to do so;
3. that Engineer shall comply with the applicable state and local laws, statutes, and ordinances relating to professional registration, licensing and authority to perform all of Engineer's obligations required to be performed under this Agreement consistent with Article II Section A Item 5;
4. that Engineer's execution of this Agreement and Engineer's performance thereof is within Engineer's duly authorized powers; and

5. that Engineer'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 Engineer's observations with all of the requirements of the Contract Documents.

Engineer 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 Architect's Drawings, Specifications and Other Documents.

1. The Drawings, Specifications and other Contract Documents (as defined below) prepared by Engineer or Engineer's subconsultants for this Project, including but not limited to, drawings, specifications, designs, test data, sketches, renderings, models, other reproducible drawings prepared under this Agreement, surveys, reports, photographs, construction phase documentation prepared by Engineer, copies of all correspondence and papers received or issued by Engineer and all equipment or publications authorized by Owner for purchase (collectively, "Contract Documents"), shall be the property of the Owner and Owner shall have the right to use such property for any purposes, except that any intellectual property contained therein that was conceived of or developed by Engineer prior to or independently of this Agreement, which may include standard elements of design, is licensed to the Owner for any purposes on a non-exclusive, perpetual, irrevocable, royalty-free and sublicensable basis and they shall be delivered to the Owner upon request. Engineer specifically agrees to incorporate the provisions of this Section in all subconsultant contracts. Owner agrees that Engineer may retain the original set of Drawings for their record. Engineer, for itself and any of Engineer's consultants, hereby expressly waives any claim of ownership of or right to any of the Drawings, Specification and/or Contract Documents, including without limitation, the ownership and/or right to the representation or expression thereof to which Engineer might otherwise be entitled, and provided Architect has been paid in full for any outstanding invoices, any lien or right of lien against any of the Drawings, Specifications and/or Contract Documents which Engineer might otherwise have. Owner shall indemnify and defend Engineer from and against any liability which Engineer may incur or suffer as a result of Owner's use of the Drawings, Specifications and/or Contract Documents on any project other than the Project. The foregoing indemnity shall not apply to Owner's maintenance and repair of the Project or to any additions, alterations, or future construction to the Project.

2. Engineer may use renderings or photographs of the Project for promotional purposes. Owner may upon written notice to Engineer limit or withdraw its permission to use Project materials for promotional purposes. Engineer 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 Engineer 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 Engineer first recognizes the conditions giving rise to the Claim, whichever 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. Engineer 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 Engineer, the Claim shall be referred to the Vice President of the University for action. A decision by the Vice President shall be required as a condition precedent to litigation.

4. Upon demand by Owner, any Claims between Owner and Engineer, Contractor and Engineer, Owner and Contractor, Owner and Contractor's Guarantor, or Contractor 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 Engineer 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 Engineer's consultants shall be through Engineer. Notwithstanding anything to the contrary in this Agreement, Owner has not relinquished its right to communicate with Contractor directly. Engineer agrees to act as the representative of Owner in connection with any communication by or with Contractor and/or Engineer's consultants.

Q. Owner and Engineer, 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. Engineer 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 Engineer.

S. This Agreement represents the entire and integrated agreement between Owner and Engineer 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 Engineer.

ARTICLE XII QUALITY ASSURANCE

A. **General Requirements.** Engineer 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. Engineer's QA program shall cover activities affecting quality performed by Engineer for Owner. Engineer 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. Engineer shall submit three copies of Engineer's QA program for Owner's review and approval before or concurrent with the first monthly request for payment.

3. Engineer 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. Engineer 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. Engineer 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 Engineer 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 Engineer.

- 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. Engineer'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 Owner's Facilities Design Standard and other written Project requirements.
5. A system for tracking and documenting all changes to the Project Program.

ARTICLE XIII GLOSSARY

MACC:	Maximum Allowable Construction Cost
CADD:	Computer Aided Design and Drafting
EIS:	Environmental Impact Statement
MUP:	Master Use Permit
SEPA:	State Environmental Policy Act

End of Conditions to the Agreement