

Project
Title: _____

Project
No: _____

Requisition
No: _____

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
OA4 (Miscellaneous Services)

THIS MASTER AGREEMENT (Agreement) is made and entered into by the University of Washington (Owner), and _____ (firm name) _____ (Consultant) with its home office located at _____ (address) _____ . Owner and Consultant may hereinafter be referred to as "Parties." This Agreement shall be effective on the last date set forth on the signature page.

WITNESSETH

WHEREAS, the Owner desires to retain the Consultant to perform professional services including _____ at the University of Washington, hereinafter called the "Project" and the Consultant represents it has available the expert personnel and facilities necessary to complete the Project within the required time.

NOW THEREFORE, the Owner and the Consultant, for the consideration contained herein, agree as follows:

1. The Consultant shall provide professional services for the Project as described in the Standard Conditions and Scope of Services.
2. The Owner shall compensate the Consultant for the Consultant's services and reimbursable expenses, subject to the provisions in the Standard Conditions for defining services or determining compensation.

SCOPE OF SERVICES AND DURATION OF AGREEMENT

The scope of services shall be to provide miscellaneous consulting services for various projects in the _____ area at the University of Washington on an as needed basis, and shall be on an individual project basis. For each project, the consultant will provide a Scope Attachment, in the format provided in Attachment B , describing the scope of services and the fee for completion. The Owner will issue a Professional Services Authorization letter for each individual project.

The term of this Master Agreement shall be 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 Consultant 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 Professional 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. Upon request of the Consultant, 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.

SCHEDULE

The schedule shall be on an individual project basis.

COMPENSATION

Compensation for each individual project shall be based on a proposal from the Consultant that will be negotiated with the Owner.

The individual project fee includes all costs and expenses except as noted. Additional Services must be individually authorized in writing by the Owner prior to performance and will be based on a negotiated not-to-exceed or lump sum amount in accordance with Attachment A, Rate Guidelines. 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 Consultant submits a written objection to the Owner.

BUSINESS EQUITY

The University of Washington is committed to providing the maximum practicable opportunity for participation 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)in public works. For the Project, an aspirational goal of 10% combined sbe/dbe/MBE/WBE/MWBE participation is established..

ATTACHMENTS

The following are attached and incorporated herein:

- Attachment A: Rate Guidelines
- Attachment B: Professional Services Scope Attachment Form
- Attachment C: Additional Services Scope Attachment Form
- Attachment D: UW CAD Standards, PDF and CD/DVD Requirements

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement by having their authorized representatives affix their signatures below. The Consultant is authorized to proceed upon receipt of this signed Agreement.

OWNER
University of Washington

CONSULTANT
[Enter Consultant’s Business Name]

By: _____
Signature Date

By: _____
Signature Date

Name: _____

Name: _____

Title _____

Title _____

N:OA4

STANDARD CONDITIONS OF THE AGREEMENT

A. PERSONNEL

1. The services to be furnished under the terms of this Agreement shall be performed by the Consultant and shall not be assigned or subcontracted in whole or in part without the express written consent of the Owner.
2. The Consultant warrants that it has not employed any company or person, other than a bona fide employee working solely for the Consultant, 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 the Consultant, 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, the Owner shall have the right to annul 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. The Consultant, all employees of Consultant, and other personnel employed by the Consultant 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 the Consultant; nor shall they own any interest in any contracting firm, subcontracting firm, or material supplier connected with the project.

B. STANDARD OF CARE

The Consultant acknowledges the relationship of trust and confidence established between the Consultant and the Owner by this Agreement. Accordingly, the Consultant's acts shall be consistent with this relationship. The Consultant further covenants with the Owner to furnish its professional skill, care, diligence, and judgment in the rendition of all services under this Agreement which shall be no less than that exercised by consultant of similar reputation performing work for projects of a size, scope, and complexity similar to this Project and to further the interest of the Owner at all times through efficient business administration, management, and consultant services.

C. COMPENSATION FOR SERVICES

1. Owner shall make payment for services monthly. The payments shall be in proportion to the progress of the Consultant's work.
2. Consultant shall submit requests for payment monthly on forms provided and in the manner prescribed by Owner.
3. Consultant shall be paid for authorized Additional Services and Reimbursables on the basis of a lump sum or not to exceed amount agreed upon with Owner on the basis of the rate guidelines set forth in Attachment A to this Agreement. Consultant shall utilize Attachment C when preparing requests for Additional Services and Reimbursables.
4. In the event Consultant and Owner cannot agree to a stipulated sum for Additional Services compensation, Consultant shall proceed with the Additional Services and the compensation for such Additional Services shall be determined on a time and expenses basis in accordance with the rate guidelines set forth in Attachment A.
5. When requesting payment for Additional Services or reimbursable expenses, Consultant shall submit an itemized billing referencing the specific authorizing document and showing unit cost and quantity of each item billed.

6. For all authorized services rendered, Consultant must submit requests for payment monthly on the forms provided and in the manner prescribed. Owner shall make payment within (30) days from receipt of Consultant's invoice. Failure to submit timely requests for payment, unless otherwise agreed to in writing with Owner, may result in forfeiture of compensation.
7. The Owner shall not pay the Consultant more than the total dollar amount authorized in any Professional Services Authorization, any amendments to the Professional Services Authorization, and any Additional Service or Reimbursable authorizations. Upon receipt by the Owner of the Consultant's invoice that the Owner determines to be the Consultant's final invoice for all work authorized and performed, the Owner shall notify the Consultant in writing that no further payment will be made to the Consultant, unless the Consultant 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 Consultant within the 30 day period, the Owner shall administratively close the Professional Services Authorization, the Consultant's rights to any further payment under the Professional Services Authorization shall be terminated, the Owner shall make no further payments to the Consultant under the Professional Services Authorization.

D. RECORDS

1. Final surveys, reports, contract drawings and specifications shall be signed and stamped by an architect or engineer licensed in the State of Washington.
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.

E. RECORDS DOCUMENTS

The Consultant shall provide for Owner's records any and all final documents prepared by the Consultant in performing its services under this Agreement. Record documents shall be submitted in hard copy and on a CD/DVD in PDF format in accordance with the requirements of Attachment D of this Agreement. Hard copy drawings shall be provided on bond paper.

F. COMMUNICATIONS

The Consultant shall utilize the Owner's internet-based Project management collaboration system for written communications and documents management and exchange between Owner and Consultant, for which the Owner shall 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 and CAD Standards set forth in Attachment D of the Agreement.

G. NONDISCRIMINATION AND AFFIRMATIVE ACTION

Consultant 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.

H. BUSINESS EQUITY

1. Consultant agrees it will undertake voluntary efforts to utilize sbe, dba, MBE, WBE, and MWBE in the execution of the Agreement. The aspirational goal for the Project is set forth on Page 2 of the Agreement.
2. Prior to its first pay request, Consultant shall submit to Owner, the names of sbe, dba, MBE, WBE, and MWBE to be utilized in the Agreement.
3. Prior to each payment for services, Consultant 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.

I. REGULATED MATERIALS WORK

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 Consultant suspects that regulated materials may exist in or adjacent to the Project area, Consultant shall inform the Owner of this possibility. The 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. If necessary, the Owner shall separately contract with a regulated materials consultant for this purpose.

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

If the 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 the Owner (or by a regulated consultant separately hired by the Owner for this purpose), and provided to the Consultant by the Owner for inclusion in the set of Contract Documents prepared by the Consultant. All drawings and specifications for regulated materials shall clearly state that they were not prepared by the Consultant, and the Consultant shall not be responsible for their content nor the regulated materials work.

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

J. HAZARD COMMUNICATION

Owner will provide to Consultant the information required by WAC 296-800-170 regarding hazardous materials preexisting 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 Consultant for unoccupied areas. MSDSs for occupied and functioning areas are available to the Consultant from the Owner's department responsible for the area. Consultant will make the information in this paragraph known to all of Consultant'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 Consultants.

K. INSURANCE

Upon execution of this Agreement, the Consultant shall submit to the Owner certificates of insurance for the coverage required below and shall maintain the same type and amount of coverage for the life of this Agreement. The University of Washington and its Board of Regents, as Owner, shall be named as additional insured on all policies except Professional Liability coverage. Such policies shall not be canceled or materially modified without 45 days notice to the Owner. Except to the extent provided in Section G,

Regulated Materials Work, the liability for the Consultant's negligent errors, omissions, or acts shall not be limited by the policy or exclusions contained in the Consultant's professional liability insurance policy.

Insurance shall be maintained in the following forms and amounts:

1. General Liability/Auto Insurance: \$1,000,000 per occurrence;
2. Professional Liability Insurance: \$1,000,000 per claim.

L. HOLD HARMLESS

The Consultant shall defend, indemnify, and hold the Owner harmless from and against any 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 the Consultant, its officers, employees, agents or subconsultants;
2. the concurrent negligence of the Consultant, its officers, employees, agents or subconsultants only to the extent of the negligence of the Consultant, 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.

M. 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.

N. TIME

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

O. TERMINATION

1. Termination for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Owner, become the Owner's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Agreement by the Consultant. The Owner may withhold reasonable amounts of the payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of Owner

The Owner may terminate this Agreement at any time by a notice in writing from the Owner to the Consultant. In that event, all finished or unfinished documents and other materials as described in Section M, 1. shall, at the option of the Owner, become the Owner's property. If the Agreement is

terminated by the Owner as provided herein, the Consultant 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 the Consultant covered by this Agreement; provided, however, that if less than thirty-five percent (35%) of the total services covered by this Agreement have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this Agreement) incurred by the Consultant during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

3. In the event this Agreement is terminated prior to completion, the original copies of all reports and other data furnished to the Consultant by the Owner and documents prepared by the Consultant prior to said termination shall become and remain the property of the Owner. Any use, reuse or adaptation without the Consultant's professional involvement shall be at the Owner's sole risk.

P. OWNERSHIP OF DOCUMENTS

Original construction drawings, sketches, renderings, models, other reproducible drawings prepared under this Contract, surveys, reports, photographs, construction phase documentation prepared by the Consultant, copies of all correspondence and papers received or issued by the Consultant and all equipment or publications authorized by the Owner for purchase shall be the property of the Owner and shall be delivered to the Owner upon request.

Q. REPRESENTATIONS AND WARRANTIES

Consultant hereby represents and warrants to Owner the following:

1. that Consultant is financially solvent, able to pay Consultant's debts as they mature and possessed of sufficient working capital to complete the services required and perform Consultant's obligations hereunder;
2. that Consultant is able to furnish any of the plant, tools, materials, supplies, equipment and labor required to complete the services required and perform all of Consultant's obligations hereunder and has sufficient experience and competence to do so;
3. that Consultant shall comply with all applicable state and local laws, statutes, and ordinances relating to professional registration, licensing and authority to perform all of Consultant's obligations required to be performed under this Agreement;
4. that Consultant's execution of this Agreement and Consultant's performance thereof is within Consultant's duly authorized powers; and
5. that Consultant's duly authorized representative has familiarized itself with the Project, has visited the Project, as necessary, to become familiar with the local conditions under which the services required hereunder are to be performed and correlated Consultant's observations with Consultant's work product required by this Agreement.

Consultant agrees that the representations and warranties in this Paragraph O shall survive the execution and delivery of this Agreement.

End of Conditions of the Agreement