

AGREEMENT FOR PRECONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into by and between the University of Washington (Owner) and [REDACTED], (Contractor). This Agreement shall be effective on the last signature date set forth below, and shall be the agreed basis for the performance of and compensation for Preconstruction Services for the above project.

RECITALS:

- A. Owner intends to design and construct the above project utilizing the services of a General Contractor/Construction Manager (“GC/CM”).
- B. Contractor has submitted the highest scoring proposal to provide GC/CM services, part of which includes preconstruction services.
- C. Owner and Contractor agree as follows:

AGREEMENT:

1. Scope of Work: Contractor agrees to furnish all services necessary to perform Preconstruction Services for the above project as called for in the Preconstruction Work Plan in Attachment A and also as described in the Contract Documents (as that term is defined in the GC/CM Contract as included in the RFFP). Contractor also agrees to provide all professional personnel necessary to perform the required Preconstruction Services including those named in response to the RFFP.
2. Compensation: Owner will pay Contractor the agreed-upon, not-to-exceed sum of \$ [REDACTED], excluding Washington State sales tax, for such services. The Owner will pay the Contractor for the actual labor time and materials expenses, plus a mark-up fee on its subcontractor or subconsultant services. Hourly rates of the actual labor time of the Contractor and its subcontractors and subconsultants include wages, benefits, applicable taxes, overhead expenses, bonds, insurance, and profit. The mark-up fee applied by the Contractor and MC/CM and EC/CM for their subcontractor or subconsultant services shall be the fee percentage as bid for the project by each firm. Any amount that exceeds the total compensation set forth above will be at the Contractor’s sole cost and expense unless there are scope changes in the Preconstruction Services authorized by change order or amendment.
3. Early Subcontract Bidding: Consistent with RCW 39.10.370, the Contractor may bid major subcontract bid packages before the Owner and Contractor reach an agreement on the MACC for the project. In the event the Contractor chooses to do so, before soliciting such subcontract bids, the Contractor shall submit, for review and approval by the Owner: a) a Subcontract Plan outlining the subcontract packages with bid package estimates and a procurement schedule for each package; b) a final Outreach Plan, incorporating the requirements of Part 10.10 of the General Conditions for GC/CM Projects at the University of Washington; c)

bidding instructions and bid forms; d) standard Subcontract agreements; and e) an updated Schedule. All work associated with finalization of the Outreach Plan, selection of subcontractors pursuant to RCW 39.10.385, and the prebid eligibility process pursuant to RCW 39.10.400 shall be included in the Preconstruction Work Plan and compensated as Preconstruction Services. Implementation of the Outreach Plan and all other work associated with bidding of bid packages shall be the responsibility of the Contractor. Only to the extent that the Contractor has included the costs of such other subcontract bidding work in its bid for Specified General Conditions work, and only if the Owner and GC/CM execute a GC/CM contract, will the Contractor be reimbursed for the costs of such other subcontract bidding work.

4. Inability to Execute GC/CM Contract: This Agreement is solely for Preconstruction Services. In entering into this Agreement, Owner and Contractor recognize that they may not be able to negotiate a MACC for this project. Accordingly, Owner and Contractor are not relying on the assumption that a GC/CM Contract will subsequently be signed. In the event Owner and Contractor do not successfully negotiate a MACC for this project, as defined in the Request for Final Proposals for GC/CM Services, this Agreement will be terminated and Contractor will be paid the value of its Preconstruction Services to the date of termination and will not be entitled to any other compensation, damages, loss of profits or payment of any other kind.
5. Prevailing Wages: To the extent that any of the work of this Agreement is subject to the payment of prevailing wages, the Contractor shall comply with all applicable provisions of Chapter 39.12 of the Revised Code of Washington concerning prevailing wages, shall provide the Owner with all documents required therein, and shall pay not less than the prevailing rate of wage to such laborers, workers, or mechanics in each trade or occupation required for the work whether performed by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work subject to prevailing wages and contemplated by this Agreement. The execution date of this Agreement shall be the effective date for any prevailing wages required to be paid under this Agreement. In any case, the Contractor shall not pay any person described herein less than the hourly minimum rate of wage.
6. Statement of Intent to Pay Prevailing Wages: Prior to the Owner paying the Contractor for any work under this Agreement, whether such work is subject to prevailing wages or not, the Contractor shall file with the Owner a Statement of Intent to Pay Prevailing Wages for itself, and a Statement of Intent to Pay Prevailing Wages for any subcontractor of any tier that performed work subject to prevailing wages during the period for which payment is sought. All such Statements of Intent to Pay Prevailing Wages must be approved by the Department of Labor and Industries prior to filing them with the Owner.
7. Retainage: The Owner shall withhold 5% of each payment to the Contractor under this Agreement as retainage in accordance with the provisions of chapter 60.28 RCW.

8. Payment and Performance Bonds: A separate Payment Bond and Performance Bond, each for 100% of the amount of the Agreement, including any amendments or changes to the Agreement and state sales tax, shall be furnished to the Owner for the work of this Agreement, using AIA Document A312, or other form acceptable to the Owner.

9. Amendments: Owner may authorize by unilateral amendment to this Agreement the performance of additional work by the Contractor when deemed necessary by Owner, provided that the Contractor may, within 14 calendar days from the date of the Owner's unilateral amendment, submit a written objection of the amendment to the Owner. If such an objection is filed with the Owner within the time specified, the amendment shall not become effective unless signed by both parties. Any amendment for additional work shall be individually authorized in writing by Owner prior to performance by the Contractor.

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

1. Attachment A: Preconstruction Work Plan, dated [redacted]
2. Attachment B: Insurance Requirements for Preconstruction Services
3. Attachment C: Prevailing Wage Information
4. Terms and conditions relating to Preconstruction Services from the following documents:
 - a. RFFP
 - b. GC/CM Contract (as included in the RFFP)
 - c. RFP.

This Agreement constitutes the entire understanding between the Contractor and the Owner relative to the matters identified herein. Upon receipt of this signed Agreement, Contractor is authorized to proceed.

OWNER:

CONTRACTOR:

University of Washington

[Enter Contractor's Business Name]

By:

By:

Signature

Date

Signature

Date

Name:

Name:

Title: _____

Title: _____

UW Project Name:
UW Project No.:

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