

MASTER AGREEMENT FOR REGULATED BUILDING MATERIALS AND ENGINEER SERVICES

THIS MASTER AGREEMENT (Agreement) is made and entered into by the University of Washington Facilities (“Owner”) (“UWF”) and _____ [firm name] (“Engineer”). Owner and Engineer may hereinafter be referred to as “Parties.” This Agreement shall be effective on the last date set forth on the signature page.

This Agreement will remain in force and effect for two (2) years from the effective date of this Agreement, provided however, that, at the Owner’s option, the Owner and Engineer may enter into an amendment to this Agreement extending the Agreement for two (2) additional years for a total of four (4) years; 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) or Other Services Authorization executed prior to 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 Engineer, the hourly rates will be subject to renegotiation for the optional two year term, and new rates, if approved, shall be authorized by an amendment to this Master Agreement.

Terms and conditions of this Master Agreement shall apply to numerous projects. The Owner shall define the scope of work and any special condition for each project. The Engineer shall provide an acceptable fee proposal for each project which must be approved by the Owner before any work commences.

Owner intends to manage asbestos and other regulated building materials as part of construction projects and maintenance-related activities at the University of Washington.

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

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

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
Attachment E:	Document Review Process
Attachment F:	Early Start Fee Authorization (ESFA)

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

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

COMPENSATION FOR SERVICES

The performance of, and payment for, Basic Services is divided into the following Parts, which consist of the project Phases described in Article II, as follows: Part 1 consists of the Survey Phase, Part 2 consists of the Design Phase, and Part 3 consists of the Construction Observation Phase and the Completion Phase. Authorization to perform Basic Services shall be made by Owner in a written Authorization, based on receipt of a Work Proposal and scope set forth in *Work Authorization Form (Attachment B)*. Part 3 may be paid up to 95% completion, with the remaining 5% paid upon receipt of final closeout records.

Owner may authorize the performance of Other Services and Additional Services when deemed necessary by Owner. Such services shall be described in Attachments B or C and individually approved by Owner in writing 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 authorization, the Engineer submits a written objection to the Owner.

An Early Start Fee Authorization (ESFA) may be used during the course of this Agreement. ESFA's are intended to allow the Engineer to start work immediately on Additional Services that are being negotiated. An ESFA will be followed with an "Additional Service Authorization." A sample ESFA is hereby attached to the Agreement as Attachment C. Performance of and payment for Additional Services shall be in accordance with Articles III and VI.

Reimbursable Expenses are in addition to other compensation for any Additional Services or Other Services, are described in Article III, and shall be paid by Owner in accordance with Article VI.

AGREEMENT: The Parties hereby have mutually agreed by having their authorized representatives' sign below.

OWNER
University of Washington

ENGINEER
[Enter Engineer's Business Name]

By _____
Signature Date

By _____
Signature Date

Name: _____

Name: _____

Title: _____

Title: _____

CONDITIONS OF THE AGREEMENT

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ARTICLE I OWNER'S RESPONSIBILITIES

- A. Owner shall designate in writing the representatives authorized to act on its behalf with respect to this Agreement.
- B. Owner shall consult with Engineer regarding requirements for the Project and shall provide Engineer with access to the Owner's Environmental Health and Safety (EH&S) Design Review Guides, ("EH&S Guides"), any standards for asbestos abatement and other related Owner guidance documents.
- C. Owner may incorporate into the Project any drawings and specifications provided by other consultants retained directly by Owner. Owner may also direct Engineer to incorporate Engineer's products into Project Contract Documents created and compiled by others. In such cases, ownership of such Contract Documents will be clearly identified.
- D. Owner shall furnish information, approvals, and services required as quickly as possible 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 or services.
- E. Owner shall arrange and pay for the required advertisements for bid.
- F. 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.
- G. The services, information surveys and reports required by paragraphs B. through F above shall be furnished at Owner's expense and Engineer may reasonably rely upon the accuracy and completeness thereof.

H. 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.

I. Owner will, with the assistance of Engineer, coordinate Work with governmental agencies including but not limited to Washington State Department of Labor and Industries (L&I) Puget Sound Clean Air Agency (PSCAA), and the Washington State Department of Ecology (Ecology).

J. 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 SERVICES AND ENGINEER RESPONSIBILITIES

A. General Items

1. Engineer shall exercise the degree of care, diligence, skill, and judgment in the delivery of all services under this Agreement which shall be no less than that performed by others in the same or similar field on projects of a size, scope and complexity similar to this project.
2. Engineer acknowledges the relationship of trust 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 design.
3. In carrying out its services, Engineer shall employ the EH&S Design Guides, the Owner's standards for asbestos abatement, and other related Owner guidance documents, and shall perform the Work in accordance with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations including, but not limited to those published or enforced by: Environmental Protection Agency (EPA), Ecology, PSCAA, Occupational Safety and Health Administration (OSHA) and L&I. Approval of documents by Owner does not imply such documents conform to applicable laws, statutes, ordinances, codes, rules or regulations.
4. Engineer may designate and appoint sub-consultants, after concurrence by the Owner regarding the selection of Engineer's sub-consultants. Engineer shall not appoint any sub-consultant 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 sub-consultants prior to execution.

Owner may require replacement of any personnel or sub-consultant provided that Owner has first notified Engineer in writing and allowed a reasonable period for adjustments and/or corrections.

5. Any and all laboratories performing analytical work under this Agreement shall be pre-approved by the Owner.
6. Engineer and Owner shall jointly establish a written scope and schedule for performance of

Engineer's services for each Project phase prior to the start of each phase for Basic Services, and prior to the start of any Other Services. The scope and schedule shall be in form and level of detail as required by Owner. Engineer shall periodically reevaluate the established scope and schedule and promptly notify Owner in writing of any actual or anticipated deviation of Engineer's services from the scope or schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by Owner, and Engineer shall provide revised time schedules when so approved.

7. The Scope of Services for individual construction projects will often include Survey Phase, Design Phase, Construction Observation Phase and Completion Phase as described in Sections B-E below. Some projects may require Other Services such as pre-design studies, feasibility studies, industrial hygiene assessments, or other consulting work associated with regulated or hazardous materials.
8. Abatement (by an abatement contractor) may occur under any of the following contracts:
 - a. As a work order under the University Facilities On-call Contract for Asbestos Abatement and Regulated Building Materials Removal.
 - b. As a component of a larger public works contract.
 - c. As a component of a Job Order Contracting (JOC) project.

If Owner chooses to include the abatement as a component of a larger public works contract, or if measures are required to protect the asbestos or other regulated building materials during construction, the drawings and specifications related to the asbestos work or other regulated building materials shall be prepared by Engineer and provided to Owner for inclusion in the set of Contract Documents prepared for the project. Engineer shall coordinate to assure consistency between its work and the design and construction work and schedule of the project overall.

9. Engineer and Owner will establish and appropriate meeting schedule to 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 authorities having jurisdiction. Engineer shall provide the services necessary to comply with the Document Review Process in accordance with Attachment E.
10. Engineer shall submit to Owner all documents described herein and in the Scope of Services for the Project in both electronic and printed format in compliance with Attachment D at no additional cost to Owner. The number of printed copies required shall be as established in the Project scope.

B. Survey Phase

1. Engineer shall coordinate with Owner's representative and identify areas to be renovated/demolished/cleaned.
2. Engineer shall review available information, including all documents for the original facilities; any subsequent renovation work and previous asbestos and regulated building material survey reports.
3. Engineer shall afford Key Personnel to sample, analyze, photograph, and document locations, and quantities of materials suspected of containing asbestos, lead or other regulated building materials.

Should Key Personnel not be available, the Engineer shall provide qualified personnel to perform work at the Work Authorization/Project Proposal Phase. The Owner reserves the right to request resumes and experience documentation in accordance with the RFQ, prior to any new personnel being approved to Work under this Agreement.

4. The asbestos-related work shall conform with the requirements for a **Good Faith Inspection** as required by Washington State Department of Labor and Industries' Division of Occupational Safety and Health (DOSH) and an asbestos survey for the local clean air agency, and follow the sampling requirements of Asbestos Hazard Emergency Response Act 40 CFR 763.86 (AHERA).
5. Engineer shall document findings in a Regulated Building Materials Survey Report that includes, but is not limited to, the results of the Good Faith Inspection for asbestos.
6. If requested by the Owner, Engineer shall provide Owner with a preliminary rough order of magnitude estimate of abatement costs.
7. Engineer shall identify any area requiring immediate abatement action, notify Owner's representative within 24 hours, and provide an estimate of its abatement cost.
8. Engineer shall identify areas requiring destructive testing, and coordinate with owner for such testing and repair of test areas.
9. Engineer shall identify possible regulated building materials that may be encountered during demolition or construction and could not be investigated during the survey.

C. Design Phase

1. Engineer shall coordinate with the Owner to determine the scope of the project including but not limited to a description of the overall project, the type of contract to be used for abatement, the regulated building materials management or abatement work to be performed, and the type or types of containment required.
2. Engineer shall provide a cost estimate for all abatement and related monitoring work required by the construction documents. Estimate shall be itemized by major categories and shall reflect the Engineer's best judgment as to the cost of the subject work at the expected time of bid.
3. Engineer shall provide plans and specifications for a bid package appropriate to type of contract identified in Article II.A.8 above. Plans and specifications shall include, but not be limited to, the following requirements:
 - a. Owner's remedy for damage caused by:
 - (i) failure to comply with health and safety standards;
 - (ii) agency citations;
 - (iii) non-approved project delays;
 - b. Location and approximate quantity of materials to be abated, encapsulated, cleaned, disposed of and/or replaced;

- c. All testing, monitoring and asbestos and regulated building materials handling and disposal that will be the responsibility of the contractor;
- d. Utilities to be affected by abatement, utility shutdowns required, and any other coordination with Owner operations required to perform abatement;
- e. Engineer shall reference known site conditions and other project specifications or drawings which may provide information that would affect contractor's productivity and choice of methods;
- f. Regulated Building Materials Survey Report described in Article II, B.4, above.

D. Construction Observation Phase

1. Upon written authorization of the Owner, Engineer shall provide construction observation and project services for the administration and observation of the project work related to regulated building materials. These services shall include verification that the contractor's work is consistent with the Contract Documents and all applicable federal, state, and local laws, rules, and regulations.
2. Duties of the Engineer prior to commencement of work include:
 - a. Review and approve contractor's work plan(s) and regulated building materials pre-work submittals.
 - b. Participate in pre-construction meeting.
 - c. Contribute to coordination of the regulated materials portion of the Project with the renovation/construction work of that Project.
 - d. Ensure that the Regulated Building Materials Survey Report required in Article II B.4, above, and copies of the Engineer's plans and specifications are on site, in the possession of the contractor.
 - e. Ensure that L&I and PSCAA notifications have been made as necessary.
 - f. Perform ambient air monitoring and a pre-abatement condition assessment.
 - g. If requested by the Owner, record existing damage during walk-through with the contractor prior to commencement of construction work. This record shall include a photo log of any existing damage.
3. Engineer shall prepare a written Daily Inspection Report (DIR) which shall cover the period of time during which the Engineer is onsite observing abatement work. This report shall be submitted to the Owner prior to the next scheduled shift of abatement work.
 - a. The DIR should include at a minimum the following information:
 - i. Date;
 - ii. UW project name, number, and location of work;
 - iii. Name of contractor's Certified Asbestos Supervisor;
 - iv. Names of each of the Certified Abatement Workers;
 - v. Verification that all Supervisor and Worker Certifications are current and valid;
 - vi. Specific activities performed including time duration of each;
 - vii. Any accidents or injuries;
 - viii. Description of any observed contractor failure to comply with regulations or specifications and documentation of corrective action taken;
 - ix. Potential or actual delays;

- x. Any potential or actual changed conditions;
 - xi. Results of air monitoring as described below in Article II, D paragraphs 5 through 7;
 - xii. Any visits from compliance officers or any other person not normally at the project site;
 - xiii. Printed name and signature of person making report.
4. In the event that interpretation of the meaning and intent of the plans and specifications becomes necessary during the abatement, the Engineer shall obtain all information regarding project requirements, establish and document all facts surrounding the item in dispute, and make written interpretations or recommendations to the Owner.
 5. Engineer shall be responsible for performing air monitoring on the job site during asbestos abatement activities. This monitoring may be performed on a daily basis or at some other interval based on the needs of the project. If the results do not comply with regulations and specifications, the Engineer shall immediately notify the Owner. Air monitoring results shall be included in the air monitoring report and transmittal with the Daily Inspection Report.
 6. The Engineer shall evaluate the project and provide appropriate air monitoring, which would include some or all of the following:
 - a. Pre-Abatement ambient conditions;
 - b. Outside negative pressure enclosures;
 - c. Inside work area (containment);
 - d. Outside work area;
 - e. Adjacent occupied areas;
 - f. Post-Abatement ambient conditions (for clearance).
 7. Air monitoring results shall include all information noted in WAC 296-62-07727, including but not limited to:
 - a. Type and calibration date of flow meters;
 - b. Rate of air flow;
 - c. Volume of air;
 - d. Time at which pump calibrations were performed, including pre-calibrations and post-calibrations;
 - e. Statistical degree of accuracy;
 - f. Specific location of air sample and type of work being performed;
 - g. Name of person performing the monitoring.
 8. Engineer shall review abatement-related requests for information (RFIs), change orders and other construction change documents. Engineer shall give cost estimates as required for change orders or changes in scope of project. As abatement proceeds and as approved changes are incorporated into each project, Engineer shall revise abatement estimates.
 9. Engineer shall obtain transmission electron microscopy (TEM) analysis of air samples which were unexpectedly high in asbestos fiber concentration, interpret the results, and thereby determine if the concentrations measured by the standard method were valid for asbestos fiber concentration or if they were invalid due to counting of non-asbestos material as asbestos.

10. Asbestos and other regulated building materials: Asbestos-containing materials and other regulated building materials are known to be present at the Owner's facilities. Disturbance of asbestos-containing materials may release asbestos fibers into the work area atmosphere and abatement work involving other regulated building materials such as lead, fluorescent tubes, or PCB-containing items may release these materials into the environment. The Engineer shall take appropriate precautions to protect the Engineer's staff. Breathing zone air sampling of the Engineer's staff is the responsibility of the Engineer.
11. Engineer shall be responsible for observing contractor performance at the work sites and, if emergencies occur, immediate notification of Owner is required. If designated Owner contact cannot be reached, Engineer shall direct contractor to halt any activities which may cause release of the regulated material, or potentially expose Owner's employees or the public to these materials.
12. Engineer shall, in consultation with Owner, provide observation of the construction work and shall, among other services:
 - a. Ensure that the materials furnished are in accordance with the abatement documents.
 - b. Provide recommendations for modification of the regulated materials work in response to changes in the construction project and notify Owner in writing of any such changes. Owner will coordinate changes between Engineer and other design firms retained by Owner.
13. Engineer shall respond within 24 hours if suspect materials are discovered during abatement or demolition work to determine if there are additional regulated materials that were not noted on the survey.
14. Engineer shall perform any testing necessary to characterize materials being disposed of. This testing may include tests such as the Toxics Characteristic Leaching Procedures test (TCLP), wastewater characterization such as suspended solids testing, pH, and heavy metals, or other testing as necessary to dispose of or discharge the waste.

E. Completion Phase:

1. Final Closeout Records

- a. Engineer shall complete Certificate of Clearance Form for each project area cleared of asbestos.
- b. Engineer shall provide data from samples in a format approved by Owner.
- c. Engineer shall review and approve contractor's final regulated building materials related submittals prior to approval of final payment.
- d. Engineer shall review contractor's regulated building materials close-out documents and provide approved documents to owner.

ARTICLE III ADDITIONAL SERVICES AND REIMBURSABLES

A. The services described in this Article III are not included in Basic Services or Other Services unless so identified elsewhere in this Agreement and shall be paid for as provided in Article VI. The Owner must authorize any Additional Services, in accordance with Article I, prior to commencement or will not be obligated to pay. Owner reserves the right to employ other means to accomplish Additional Services.

B. The following *Additional Services and Reimbursable* expenses performed may be furnished or incurred by Engineer, provided that Engineer is not obligated to perform such services and incur expenses as a part of prior Work Authorizations:

1. Providing consultation or contract administration for the replacement of any Work damaged by fire, water, accidental or natural causes during construction, provided that such damage was not caused by the fault or negligence of Engineer.
2. Providing professional services or arranging for the Work to proceed should Contractor default in the performance of the Construction Contract or become delinquent or insolvent.
3. 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.
4. Providing detailed appraisals and evaluations of additional regulated materials which were not included in the initial scope of work, including but not limited to chemical agents (e.g. heavy metals and solvents) and biological contaminants (e.g. mold and bacteria).
5. Providing services after finishing Completion Phase with the exception of the close out documents.
6. 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.
7. 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.
8. 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.
9. Performing design 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.
10. 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.

11. Preparing additive and deductive alternates drawn or specified by Engineer, providing the alternates were drawn or specified at the written request of Owner and not otherwise compensated.
12. Providing services for participation in Value Engineering processes requested by Owner and conducted by Owner's separate consultant.

ARTICLE IV ENGINEER'S ESTIMATES OF CONSTRUCTION COST

- A. Engineer does not guarantee any of prepared estimates for construction costs nor assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project. All estimates shall represent Engineer's best judgment as a design professional familiar with the industry, of the cost Owner should expect to pay for the work, not including State of Washington Sales Tax, Owner's Project contingency funds, consultant services compensation, or other items in Owner's Project budget.
- B. Engineer's estimate 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 COMPENSATION FOR BASIC SERVICES AND OTHER SERVICES

- A. Engineer shall be paid for each Part of Basic Services or for Other Services on the basis of a stipulated sum agreed upon with Owner, on a time and expense basis using the rates and unit costs set forth in Attachment A to this Agreement. Owner shall make payment for services monthly based on percentage of work complete for that phase or based on time and expenses.
- B. Engineer shall submit requests for payment monthly on forms provided, and in the manner prescribed, by Owner.
- C. Engineer shall not be compensated separately by Owner for sample disposal costs.
- D. The following materials and equipment are not separately billable or reimbursable.
 1. Low-flow, medium-flow or high-flow air sampling pumps, either battery-powered or AC-powered.
 2. Air sampling accessories including but not limited to calibration equipment, tubing, extension cords, adapters, clips, holders, belts, stands, or cyclones
 3. Air sampling media including but not limited to MCE and PVC filters and associated cassettes
 4. Bulk sampling supplies and tools including but not limited to cameras, flashlights, sprayers, bags, containers, hand tools, knives, chisels, and coring tools
 5. Analytical supplies including but not limited to microscopes, flash vaporizers, slides, cover slips, and tweezers
 6. Personal protective equipment (PPE) including but not limited to respirators, cartridges, gloves, hard hats, safety vests, steel toed boots and safety glasses

ARTICLE VI 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.

B. Owner shall make payments monthly for authorized Additional Services and reimbursable expenses, as defined in Article III.

C. 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.

D. Early Start Fee Authorization (ESFA) may be used during the course of this Agreement. ESFAs are intended to allow the Engineer to start work immediately on Additional Services that are being negotiated. An ESFA will be followed with an Additional Services Authorization. Terms and Conditions of the ESFA (Attachment F) are hereby incorporated into this Agreement.

ARTICLE VII BUSINESS EQUITY ENTERPRISE INCLUSION

A. Engineer agrees to provide the maximum practicable opportunity for participation by, and utilization of, Business Equity Enterprises (BEEs) under this Agreement. Goals for this agreement have been established as and overall goal of [XXX]%, inclusive of [XXX] % MBE and [XXX]% WBE. UWF expect that at a minimum the Engineer agrees to do the following good-faith efforts in recruiting, awarding or assigning sub-consultant work:

1. Advertise opportunities for sub-consultants either through newspaper/journal ads, or through direct solicitation to BEEs;
2. Provide BEEs that express interest in working with you under this Agreement with adequate and timely information about needs, scope, and the requirements of the contract.
3. Contact UWF, Director of Procurement & Sourcing with any sub-consultant opportunities that may not have BEE coverage to discuss individual strategies for individual work authorizations.

B. Prior to the Authorization to Proceed, the names of certified MWBE firms proposed for utilization in this contract must be submitted to Owner.

C. Prior to final payment for services by Work Authorization, the Engineer shall furnish a statement, on a form designated by Owner, of the actual dollars paid to each BEE firms utilized, and the totals paid in each category. Receipt of such a statement with the final pay request shall be a condition precedent for payment.

Business Equity Enterprises are defined as one, or more, of the following:

1. Certified Business Enterprise (CBE): Any business certified with:
 - Greater Seattle Business Association
 - Office of Minority and Women's Business Enterprises
 - The Northwest Minority Supplier Development Council
 - Women's Business Enterprise Council
2. Lesbian/Gay/Bisexual/Transgender Business Enterprise (LGBTE): More than 50% owned and controlled by at least one person who is a member of the LGBTQIAP community.

3. Minority Business Enterprise (MBE): More than 50% owned and controlled by at least one person who is a member of one or more of the following minority groups:
 - Asian Pacific American
 - Black American
 - Hispanic American
 - Native American
 - Subcontinent Asian American
4. Small Business Enterprise (SBE): A sole proprietorship, corporation, partnership, or other legal entity that:
 - Can attest that it is owned and operated independently from all other businesses and,
 - Conforms to the U.S. Small Business Administration Size Standards of the North American Industry Classification System (NAICS) Codes in which it is to be engaged at the UW; or
 - Is certified with the OMWBE as a small business
5. Veteran's Business Enterprise (VBE): Certified with the Washington State Department of Veteran's Affairs (DVA)
6. Women's Business Enterprise (WBE): More than 50% owned and controlled by one or more women

ARTICLE VIII TERMINATION AND SUSPENSION

A. Termination for Cause

If, through any cause, Engineer shall fail to perform to the satisfaction of the Owner or 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 or any portion of this agreement 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 at any time by a notice in writing from Owner to Engineer. If the Agreement is terminated by Owner as provided herein, 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; 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, Engineer 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 Engineer during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

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.

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 and Owner shall have the same rights to their use as if the termination or suspension had not occurred.

ARTICLE IX GENERAL REQUIREMENTS

A. Personnel

1. The services to be furnished under the terms of this Agreement shall be performed by the Engineer, Key Personnel, and the sub-consultants, 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. All Drawings and Specifications for the asbestos or other regulated building materials work shall clearly identify the author of such Drawings and Specifications. Final surveys, reports, Contract Drawings and Specifications, and calculations shall be signed by the accredited individual and show accreditation number and date of expiration of accreditation. Applicable accreditations include, but

are not limited to, those for AHERA Building Inspectors and Project Designers.

2. Owner has the right to audit all records of the Consultant and its sub-consultants 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. Hazard Communication

1. Owner will provide to Engineer the information required by WAC 296-62-054 regarding hazardous chemicals preexisting at the job site. The University's Department of Environmental Health and Safety maintains a master file of Material Safety Data Sheets ("MSDS") for the listed substances available for Engineers review. Engineer will ensure that this information is made known to all of Engineer's personnel expected to be at the job site, and that this same information is included in all sub-consulting contracts.
2. Engineer shall maintain a MSDS for each hazardous chemical used by the Engineer, and is responsible for providing Hazard Communication training to its own employees.

D. 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 Board of Regents for the University of Washington shall be named as an additional insured on the commercial general liability and automobile policies. Such policies shall not be canceled or materially modified without 45 days prior notice to Owner.

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

1. Workers' Compensation and Employer's Liability:
 - a) Workers' Compensation Benefits State of Washington, statutory.
 - b) Employer's Liability:
 - (1) Each Accident - \$1,000,000.
 - (2) Disease - Policy Limit - \$1,000,000.
 - (3) Disease - Each Employee - \$1,000,000.
 - c) U.S. L&H, if applicable.
2. Commercial General Liability:
 - a) Limits - Bodily Injury and Property Damage Combined Limit:
 - (1) General Aggregate - \$1,000,000.
 - (2) Products and Completed Operations Aggregate - \$1,000,000.
 - (3) Personal and Advertising Injury - \$1,000,000.

(4) Each Occurrence - \$1,000,000.

- b) If policy is issued on other than the 1986 ISO Commercial General Liability Policy Form, the policy shall be endorsed to include the Broad Form Comprehensive General Liability Endorsement.
- c) Personal Injury Coverage shall be written so that any exclusion as to employment is deleted.
- d) 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.

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. Contractor Pollution Liability:

Limit - \$2,000,000

5. Professional Liability:

Professional liability insurance including asbestos abatement, and including contractual liability 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 each Project.

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

F. 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 sub-consultants;
- 2. the concurrent negligence of Engineer, its officers, employees, agents or sub-consultants but only to the extent of the negligence of Engineer, its officers, employees, agents or sub-consultants; 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.

G. Corrections

Any defective designs, Specifications, Drawings or services furnished by Engineer will be promptly corrected by Engineer at no cost to Owner.

H. 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.

I. 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 all 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;
4. that Engineer's execution of this Agreement and Engineer's performance thereof is within Engineer's duly authorized powers; and

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

J. 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.

K. Time

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

L. Use of Documents.

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

M. Claims and Disputes

1. 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. The term "Claim" also includes other disputes and matters in question between Owner and Engineer arising out of or relating to the Project. Claims must be made by written notice. The responsibility to substantiate Claims rests with the party making the Claim.
2. Claims must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after claimant first recognizes the conditions giving rise to the Claim, whichever is later. Claims must be made by written notice.
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 Executive Vice President of the University for action. A decision by the Executive 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.

N. Severability

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.

O. Communication

Communications by and with Engineer's sub-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 sub-consultants.

P. Assignment

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.

Q. Third Parties

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.

R. Integration

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 X QUALITY ASSURANCE

A. General Requirements

Engineer shall maintain 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, and comply with terms of this Agreement. Upon Owner's request, Engineer shall submit one copy of Engineer's QA program for Owner's review. At a minimum, the QA program shall meet the following requirements:

1. Engineer's QA program shall cover activities affecting quality of work performed by Engineer for Owner. Engineer shall include in all sub-consultants' 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 provide Owner access to activities and records affecting quality for the purpose of audits to confirm that Engineer's QA measures are adequate and being consistently implemented. 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.
3. 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.
 - c) Insure compliance with all applicable Federal, State, and Local regulatory requirements.

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 for the abatement work for completeness and accuracy. This shall include checking the survey with the abatement design.
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.

C. Analytical Quality Assurance Requirements

1. Each asbestos analyst performing work related to this agreement shall meet the requirements of WAC 296-62-07735, and provide written documentation of completion of the National Institute for Occupational Safety and Health (NIOSH) Course Sampling and Evaluating Airborne Asbestos, or equivalent, as determined by the Owner.

2. Laboratories must participate in American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing Program (PAT) and must be National Voluntary Laboratory Accreditation Program (NVLAP) accredited for asbestos bulk fiber analysis.
3. Laboratories performing lead analysis must participate in NLLAP (National Lead Laboratory Accreditation Program), or equivalent nationally-recognized environmental lead analysis proficiency testing program, as determined by Owner.

-End of Conditions to the Agreement-

ATTACHMENT A
Rate Guidelines

I. Consultant's and Sub-consultants' Personnel, Laboratory Services, and Equipment Rental

Maximum of:

A. **Principal(s):** \$XX

B. **Employees of Firm:**

Certified Industrial Hygienist \$XX

Senior Project Manager \$XX

Project Manager \$XX

Industrial Hygienist \$XX

Mold and Water Incursion Specialist \$XX

EPA Lead Inspector/Risk Assessor \$XX

AHERA accredited Project Designer \$XX

AHERA accredited Building Inspector \$XX

Project Monitor \$XX

Accounting Specialist \$XX

Administrative Support \$XX

All other firms/employees not listed above shall use a multiplier rate of X.X times employee's/principal's direct base salary (not including fringe benefits, taxes, retirement contributions or profit sharing) for a maximum hourly rate of \$ XX for employees and \$ XX for principals.

Overtime, Holiday or Emergencies will be compensated at the rates above; a premium rate will not be paid.

C. **Laboratory Services:**

Asbestos and Lead Related Laboratory Services:						
Sample Results Within	**Bulk Asbestos Analysis (PLM)	Airborne Asbestos Analysis (PCM)	Airborne Asbestos Analysis (TEM by NIOSH 7402)	Total Lead (Pb) Analysis Matrix: air filter, paint chips, wipes, soil & waste water	TCLP Lead (Pb) Analysis	RCRA 8 Metals
1 Hour	\$	\$	N/A	N/A	N/A	N/A
2 Hours	\$	\$	N/A	\$	N/A	\$
4 Hours	\$	\$	N/A	\$	N/A	\$
8 Hours	\$	\$	\$	\$	N/A	\$
24 Hours	\$	\$	\$	\$	\$	\$
48 Hours	\$	\$	\$	\$	\$	\$
3-5 Days	\$	\$	\$	\$	\$	\$
Onsite Analysis	N/A	N/A*	N/A	N/A	N/A	N/A

Additional laboratory services not listed above shall be compensated at actual cost, plus the service charge percentage listed in item E below. Invoices and/or receipts will be required for any laboratory services not listed above.

Note: NO ADDITIONAL CHARGES are allowed for layered samples for the first three layers.

*The Project Monitor hourly rate shall include all costs associated with the onsite PCM analysis, and the associated Quality Assurance program and administrative costs. No additional charges will be made for PCM analysis performed onsite.

**National Emissions Standard for Hazardous Air Pollutants (NESHAP) Point Counting:

400 points - additional \$ XX /Sample to the above prices;

1,000 points - additional \$ XX /Sample to the above prices.

For after hour laboratory charges (including weekdays after 5:30 p.m., weekends, and holidays), an additional \$ XX charge will be applied to laboratory services. This charge is per batch and is in addition to the per sample analysis cost listed above.

D. **Third-Party Equipment Rental (when authorized)***:**

1. XRF \$XX
2. Mercury Vapor Analyzer \$XX
3. Infra-red camera \$XX

Additional third-party equipment rental not listed above shall be compensated at actual cost, plus the service charge percentage listed in item E below. Invoices and/or receipts will be required for any equipment rental not listed above.

*** Equipment owned by Engineer, such as equipment used for air monitoring, including onsite analysis, will be included in the Project Monitor rate. No additional fees will be charged for this equipment.

E. **Service Charge on Sub-Consultants, Laboratory Fees, and Equipment Rental:** [XX] %.

Invoices and/or receipts will be required for any laboratory services and/or third-party equipment rental not listed above.

II. Reimbursable Expenses (when authorized):

A. **Travel Expenses**

1. Within 50 mile radius of home office. No reimbursement.
2. Beyond 50 mile radius of home office:
 - a) automobile .82 cents/mile.
 - b) air travel* Actual coach class fare.
 - c) rental automobile Actual costs for midsize car or smaller.
 - d) taxis, ferries* Actual costs.

B. **Per Diem Expenses**

1. Lodging* Actual costs up to \$152 per day, not including state and local taxes.
2. Restaurant Meals* Actual costs up to \$71 per day, including state and local taxes.

C. **Printing**

1. Bid sets, reports, specifications, final products Actual cost.
2. Correspondence, check prints, file copies, etc. No reimbursement.

*Receipts required.

End of Attachment A

ATTACHMENTS B, C & D

These attachments can be found on UW Facilities website here: [insert link] (under the Professional Services Agreement category - about halfway down the page)

SAMPLE

ATTACHMENT E DOCUMENT REVIEW PROCESS

This Plan Review Process will address only those steps which relate directly to the process of review. Normal coordination is, therefore, not described in this document for clarity. All comments will be submitted on the, REVIEW COMMENT RESOLUTION FORM.

SURVEY PHASE

The Plan Review Process begins during the Survey Phase. The Survey is initiated once an Authorization To Proceed is issued.

1. Pre-Survey Meeting

Attendees: The Engineer, other consultants, and University representatives.

Purpose: To review the scope and schedule of the overall project and consider project requirements regarding regulated building materials abatement.

DESIGN PHASE

1. Construction Documents Intermediate Review Meeting(s)

Attendees: The Engineer, other consultants, and University representatives.

Purpose: During the Design phase, there may be one or more intermediate review meetings. These meetings will be scheduled in advance to ensure timely preparation by the Engineer. Particular attention will be paid to resolving outstanding issues, and addressing standards, policy, alterations, and other matters.

2. Abatement Construction Document Final Review Process

Prior to printing of final review documents, a determination will be made by the Owner's representative that the documents are ready for review. The objective is that all parts of the document set are at least 99% complete. If the Owner decides the documents are not ready, the Engineer shall continue working toward completion until the documents are acceptable.

a. Review

Individual reviewers will evaluate relevant components of the project. Reviewers will prepare comments for submittal to the University Project Manager prior to the announced deadline. University Project Manager will contact reviewers during this step to remind them of the written comment deadline.

b. Final review meeting

Attendees: The Engineer, other consultants and University representatives.

Purpose: Engineer will address all major components of the project and clarify issues.

c. Comment, Response and Resolution

- 1) University Project Manager receives comment from reviewers, organizes the comments.
- 2) The University Project Manager submits the comments to the Engineer, provides further clarification when necessary, and requests a written response to the comments by a scheduled date.
- 3) The University Project Manager reviews the Engineer's response to ensure that the resolution is clearly stated; and resolves discrepancies by coordinating with reviewer and consultant.

d. University Project Manager sends notice to the Engineer that the construction documents have been reviewed and approved, subject to any enclosed written modifications.

3. Confirmation Review

The University Project Manager will verify that the review comments to the Project Requirements have been satisfactorily addressed and will verify Acceptance Panel approval prior to authorizing the Engineer to proceed with printing of bid documents.

End of Attachment E

Date

Firm

Street Address

City, WA Zip Code

Attention:

Project Name and Number:

Description:

ESFA#

Dear ,

Pursuant to the Agreement for Basic Services for the by and between the University of Washington and (NAME OF FIRM), dated , the consultant is hereby authorized to provide the following services.

It is the intention of the University to negotiate an authorization for Additional Service with the Consultant on the project as described below. To allow the Consultant to start immediately on the service, this Early Start Fee Authorization (ESFA) is approved subject to the terms below.

The Consultant is approved to start services for this scope of work subject to the following:

1. Scope of work for the intended Additional Service is described as: [INSERT]
2. The Consultant will submit a proposal for the Additional Service for this work within [INSERT] days of the date of this ESFA. The proposal will include the work being done under this ESFA.
3. The fees for work under this ESFA will not exceed \$[INSERT] (must be less than \$10,000).
4. The ESFA authorization is valid for a maximum of 3 weeks from the date of this ESFA and subject to conditions 5&6 below.
5. If the University and the Consultant agree to an Additional Service for work started with this ESFA, it will include work being done under this ESFA and the ESFA will be superseded.
6. If the University and the Consultant do not agree on an Additional Service for work started with this ESFA prior to the time established in item 4 above, then all work pursuant to this ESFA will stop and the Consultant will be issued an Additional Service Authorization for the amount indicated in item 3 above, and may invoice for work done under this ESFA, not to exceed the limit established in item 3 above. The Consultant shall not invoice for services authorized by this EFSA until an Additional service is issued.
7. All hourly billing rates for work done under this Authorization must be in compliance with Attachment A of the Agreement.

Sincerely,

UWF Authorized Representative

cc: Project Manager
Construction Accounting

SAMPLE