

**AGREEMENT BETWEEN
OWNER AND ARCHITECT/ENGINEER
Contract No.**

The "Effective Date" of this Agreement is: _____

The "Parties" to this Agreement are:

The "Owner":

Washington State University
c/o Facilities Services, Capital
P.O. Box 641150
Pullman, WA 99164-1150

The "Architect/Engineer" or "A/E":

Basic Information:

The "Project":

The "MACC": (see Article 5)

\$ _____

The "Services":

As described in Articles 1, 2, and 3, and Exhibit A

The "Compensation":

The Services will be compensated on an hourly basis at the rates specified in Exhibit B.

"Reimbursable Expenses":

See Exhibit C.

"Maximum Compensation":

\$ _____

The Maximum Compensation includes the Compensation, Reimbursable Expenses and any consultant costs. In no event is Owner obligated to pay more than the Maximum Compensation.

The "A/E's Representative":

Schedule of Services:

Building permit submittal:

Complete Construction Documents:

Bid opening:

Anticipated Substantial Completion:

Anticipated Final Completion:

A/E's Consultants:

Minimum Required Insurance:

Commercial General Liability:

At least \$1 million per occurrence and in the aggregate

Automobile Liability:

At least \$1 million combined single limit and aggregate

Workers' Compensation:
(industrial insurance)

At least the state statutory amount

Employer's Liability:

At least \$1 million

Professional Liability:

At least \$3 million per claim and in the aggregate

Additional Insureds:

Washington State University
c/o Facilities Services, Capital
P.O. Box 641150
Pullman, WA 99164-1150

The Owner and A/E agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1 **A/E'S RESPONSIBILITIES**

1.1. The "Services" consist of those performed by the A/E, A/E's employees, and A/E's consultants as enumerated in this Agreement and the Scope of Services attached hereto as Exhibit A, and as required for successful completion of the Project. The Services include all design services needed to produce a reasonably complete and accurate set of Construction Documents for the Project, including for purposes of bidding and construction. To the extent the requirements of this Agreement conflict with the terms of any exhibit or attachment, the terms of this Agreement shall control.

1.2. The A/E's shall perform its services consistent with the professional skill and care ordinarily provided by architects and/or engineers, as applicable, practicing in the same or similar locality under the same or similar circumstances. The Services shall be performed as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.3. The A/E's Representative specified on the cover page shall be responsible for and in charge of the Services. The A/E's Representative shall not be changed for the duration of the Services without Owner's prior written approval.

1.4. The Services will result in a Project design consistent with the Project scope and shall meet or exceed the Owner's Standards set forth in Section 1.9, all applicable building codes, and all federal, state, county, city, and other jurisdictional laws, requirements, standards, and regulations in effect at that time that the Services are performed. At the time of performance, the A/E shall be properly licensed, as required by applicable law, and properly equipped, organized, and financed to perform the Services. Each person who performs the Services shall be experienced and qualified to perform the Services he or she performs, and the Owner shall be entitled to rely on any assistance, guidance, direction, and advice provided by any such person. If requested by the Owner, the A/E shall remove from the Services, without cost to the Owner or delay to the Project, any person whose removal the Owner reasonably requests.

1.5. The A/E shall, at no cost to the Owner, promptly and satisfactorily correct any Services that are defective or not in conformity with the requirements of this Agreement. The obligation of the A/E to correct defective or nonconforming Services shall not in any way limit any other obligations of the A/E and is in addition to any and all other rights and remedies available to the Owner under this Agreement or by law and shall in no event be construed or interpreted as obligating the Owner to make any correction of defective or nonconforming Services.

1.6. The A/E accepts the relationship of trust and confidence between the A/E and the Owner established in this Agreement. The A/E shall cooperate with the Owner and its employees, and the Owner's consultants, contractors, subcontractors, suppliers, and others involved with or impacted by the Services, and shall use its best efforts to maintain a positive working relationship with each.

1.7. The A/E shall be a representative but not an agent of, and shall advise and consult with, the Owner throughout the Project and from time to time during the Warranty Period (as defined in the Contract for Construction). In performing the Services, the A/E shall be and operate as an independent contractor and shall perform the Services in accordance with its own methods in an orderly and professional manner. The A/E shall be responsible for all personnel performing the Services. The A/E shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. In no event shall the A/E be authorized on behalf of the Owner to: (a) enter into any agreements; (b) waive any provisions or receive or accept notice on behalf of the Owner; (c) authorize any payments or accept or approve any documents, work, services, goods, or materials on behalf of the Owner; or (d) act as or be an agent or employee of the Owner. Notice by third parties to the A/E shall not be deemed notice to the Owner.

1.8. The A/E shall complete its Services in accordance with the schedule milestones identified in the Schedule of Services on the cover page.

1.9. The "Owner's Standards" consist of the "Washington State University Design Guidelines" (the "WSUDG") and the "WSU Design & Construction Standards" (the "WSUDCS"). The WSUDG and the WSUDCS may be found at

<http://facilitieservices.wsu.edu/constructStandard.aspx>, and will be provided by the Owner upon request. The Owner's Standards are incorporated into this Agreement by reference and are a part of this Agreement as if fully set forth herein. The Owner's Standards are critical tools to assist the A/E in understanding the desired standards of the Owner in developing, maintaining, and repairing its facilities. The Owner's Standards are standards, not specifications. The components within the Owner's Standards are to be conveyed within the Instruments of Service developed by the A/E. If deviation from the Owner's Standards is unavoidable, the A/E shall provide the Owner with written notice of any such deviation. The legal responsibility for Project document preparation shall continue to reside with the A/E.

1.9.1. The Instruments of Service shall be prepared in strict accordance with the Owner's "Drawing Standards and Guides," which are available at <http://facilitieservices.wsu.edu/constructStandard.aspx>, and will be provided by the Owner upon request.

ARTICLE 2 SERVICES

2.1. Preliminary Design Phase: The A/E shall work with the Owner to ascertain and arrive at a mutual understanding of the Project requirements. The A/E shall review with the Owner alternative approaches to the design and construction of the Project. The A/E shall provide a preliminary evaluation of the Owner's program, including schedule and budget requirements.

2.1.1. Based on the mutually agreed upon program, schedule, and construction budget requirements, the A/E shall prepare, for acceptance by the Owner, Preliminary Design Documents consisting of drawings and other documents appropriate to the Project. The A/E shall also submit to the Owner a preliminary estimate of Construction Cost.

2.2. Construction Documents Phase: Based on the approved Preliminary Design Documents, the A/E shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. The A/E shall provide the Construction Documents (including technical specifications) in *ninety percent (90%)* complete condition to the Owner on a schedule established with the Owner or, if no schedule is established, at least *fourteen (14)* days prior to the first planned bidding advertisement date. The A/E must certify to the best of its knowledge that the Construction Documents are in compliance with the state building code (Chapter 19.27 RCW) and all pertinent federal, state, and local laws, statutes, and regulations (including those related to accessibility). The Owner's review of the

Construction Documents will not relieve the A/E of its responsibilities under this Agreement.

2.2.1. The A/E shall assist the Owner in the preparation of necessary bidding information, bidding forms, and the Contract for Construction between the Owner and Contractor.

2.2.2. The A/E shall provide the Owner with any adjustments to previous estimates of Construction Cost indicated by changes in requirements and/or general market conditions.

2.2.3. The A/E shall be responsible, with the assistance of the Owner, for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The A/E shall be responsible for making changes in the Construction Documents required by governmental authorities at its expense, unless such changes are substantially different from previous interpretations. The A/E shall respond to governmental authorities within *ten (10)* days of receipt of review comments. To the extent applicable to this Project, the A/E shall assist the Owner by supplying information, advice, and communication in connection with the Owner's responsibility for filing documents required by the Owner.

2.2.4. The Owner reserves the option to retain constructability review and/or value engineering services to review the Instruments of Service prepared by the A/E. If the Owner does so, changes may be proposed to the Instruments of Service. The A/E and its consultants shall participate in these processes by briefing the constructability and/or value engineering consultants, answering their questions, and meeting with the Owner and consultants to determine the advisability of such changes in the A/E's Instruments of Service. The A/E shall make such changes as the Owner directs after such consultation. Except for the correction of errors, omissions, or conflicts in the Instruments of Service, the A/E may request additional compensation for such Owner-directed changes, when applicable, as Additional Services.

2.3. Bidding Phase: The A/E, following the Owner's approval of the Construction Documents and the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids and awarding the Contract(s) for Construction.

2.3.1. The A/E shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.3.2. The A/E shall participate in the opening of the bids.

2.4. Construction Phase: The A/E's responsibility to provide Services for the Construction

Phase under this Agreement commences with the execution of the Contract for Construction.

2.4.1. The A/E shall provide administration of the Contract for Construction as set forth below and in the Contract for Construction.

2.4.2. The A/E shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner to: (1) observe the site and Work; (2) become generally familiar with the progress and quality of the Work completed; and (3) determine for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract for Construction and the construction schedule. The A/E shall conduct meetings with the Contractor and issue minutes. On the basis of such on-site observations, the A/E shall keep the Owner informed about the progress and quality of the Work, and shall endeavor to guard the Owner against, and promptly notify the Owner in writing of, defects and deficiencies in the Work and the Contractor's failure to carry out the Work in accordance with the Instruments of Service, Contract for Construction, and the construction schedule. The A/E shall not be required to make exhaustive or continuous on-site inspections of the Work. Unless specifically approved by the Owner in writing, the A/E shall not:

- .1 authorize significant deviations from the Instruments of Service or Contract for Construction;
- .2 approve substitute materials or equipment;
- .3 assume any of the responsibilities of the Contractor or Subcontractors;
- .4 approve or authorize acceleration of the Work;
- .5 advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Work;
- .6 authorize the Owner to occupy the Project in whole or in part;
- .7 prepare or certify the preparation of the Contractor's record set;
- .8 order the Contractor to stop the Work or any portion thereof;
- .9 communicate with Subcontractors unless authorized by the Contractor; or
- .10 bind the Owner in any way to a change in the Contract Sum or Time;

2.4.3. The A/E shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques,

sequences, procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The A/E shall be responsible for its negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4.4. The A/E shall, at all times, have access to the Work wherever it is in preparation or progress.

2.4.5. The A/E shall, upon request, review the Contractor's Applications for Payment. The A/E shall review Applications for Payment within seven (7) days of receipt and, based on the A/E's observations of the Work and evaluations of the Contractor's progress, certify the amounts to be paid to the Contractor. Such certified amounts, if any, shall be subject to the Owner's approval.

2.4.6. The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's observations at the Project site and on the data included with the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information, and belief, the quality of the Work is in accordance with the Contract for Construction. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract for Construction upon Substantial Completion, results of subsequent tests and inspections, minor deviations from the Contract for Construction correctable prior to completion and specific qualifications expressed by the A/E. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.4.7. The A/E shall consult with the Owner concerning the advisability of rejecting Work that does not conform to the Contract for Construction and additional inspection or testing of the Work whenever, in the A/E's reasonable opinion, it is necessary or advisable to confirm performance of the Contract for Construction.

2.4.8. The A/E shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, Product Data, Samples, and similar submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the

Contract for Construction. The A/E shall not change the Contract for Construction through review comments on a submittal or an RFI, but only through a Change Order or Construction Change Directive signed by the Owner. The A/E's action shall be taken as soon as possible and with such reasonable promptness as to cause no delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance, all of which remain the responsibility of the Contractor to the extent required by the Contract for Construction. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of construction means, methods, techniques, sequences, or procedures. The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract for Construction, the A/E shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract for Construction.

2.4.9. The A/E shall, upon request, review change proposals and supporting documentation and data and advise the Owner regarding approval and execution in accordance with the Contract for Construction. The A/E may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, and which are not inconsistent with the intent of the Contract for Construction.

2.4.10. The A/E shall make observations regarding the dates of Substantial Completion and Final Completion. At Substantial Completion, the A/E shall prepare or help to prepare a "punch list" of observed items requiring correction, completion, or replacement by the Contractor. The A/E shall receive, review for compliance with the Contract for Construction, and forward to the Owner written warranties and related documents required by the Contract for Construction and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract for Construction. The A/E shall perform Services from time to time during the Warranty Period, including a review of the Project for potential corrective action by the Contractor approximately *thirty (30) days* prior to the one-year anniversary of Substantial Completion.

2.4.11. The A/E shall, upon request of either the Owner or Contractor, interpret and initially decide matters concerning the requirements of the Drawings and Specifications, and shall otherwise assist the

Owner in the interpretation of all other Contract Documents and the Contractor's performance thereunder. The A/E's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations, the A/E shall endeavor to secure faithful performance by both Owner and Contractor and shall not show partiality to either.

2.4.12. Interpretations and decisions of the A/E shall be consistent with the intent of, and reasonably inferable from, the Contract for Construction. Upon the Owner's request, the A/E shall advise the Owner concerning claims, disputes, or other matters in question between the Owner and Contractor.

2.4.13. The A/E shall assist in supplying information, advice, and communication with respect to usual and customary requirements of the Owner.

2.4.14. The A/E shall contemporaneously provide the Owner with copies of all written communications between the A/E and the Contractor concerning any matter material to the cost, time, sequence, scope, or requirements of the Project. Except as otherwise provided in this Agreement or when direct communications have been specifically authorized, the Owner shall endeavor to communicate with the Contractor through the A/E about matters arising out of or relating to the Contract for Construction. Communications by and with the A/E's consultants shall be through the A/E.

ARTICLE 3 **ADDITIONAL SERVICES**

3.1. Additional Services, and any other services involving compensation beyond the Maximum Compensation, shall be provided if authorized in writing by the Owner and, when properly authorized, shall become Services. The Owner shall pay for Additional Services only to the extent not caused by the errors, omissions, malfeasance, or negligence of the A/E.

3.2. The A/E shall not move forward in rendering Additional Services without the written permission of the Owner. The A/E shall notify the Owner prior to providing any Services requiring an adjustment in the Maximum Compensation. Failure to provide such timely written notice before providing such Services shall be a waiver of any right to payment for Additional Services. If requested by the Owner in writing, the A/E shall proceed with such Additional Services even if the parties have not yet agreed to a change in the Maximum Compensation. If the Owner deems that all or a part of such Additional Services are not required, the Owner shall give prompt written notice to the A/E, and the A/E shall have no obligation to provide, and the Owner shall have no obligation to compensate the A/E for, such services.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1. To the extent not already provided, the Owner shall provide full information regarding requirements for and limitations on the Project, including the Owner's objectives, schedule, constraints, and criteria, and will respond to any questions from the A/E regarding such information.

ARTICLE 5
CONSTRUCTION COST

5.1. MACC: The Maximum Allowable Construction Cost ("MACC") is the sum that the Owner establishes as the fixed limit for constructing the Project. It includes the cost of labor, materials, and equipment necessary to complete the Contract for Construction, using current market rates, including a reasonable allowance for overhead and profit, and an estimate of inflation and other possible price increases through the mid-point of construction. It does not include Washington State or local sales tax, professional fees, construction contingencies, the cost of the land, rights-of-way, or other construction-related costs that are the responsibility of the Owner.

5.1.1. The MACC for the Project is stated on the cover page and has been communicated to the A/E. The A/E shall promptly notify the Owner in writing if for any reason and at any time the A/E believes that the Construction Cost of the Project will exceed the MACC.

5.1.2. The Owner may change the MACC at any time prior to bid opening and give notice of the change to the A/E, whose compensation will not be changed for Services performed prior to the notice. The MACC will not change after the bids are opened.

5.2. Construction Cost: The "Construction Cost" shall be the total cost to the Owner of all elements of the Project designed or specified by the A/E. The Construction Cost shall be determined by the A/E's most recent estimate (not to exceed the MACC) through the Construction Document Phase and by the Contract Sum after the Bidding Phase ends.

5.2.1. The Construction Cost shall include the cost at current market rates of labor, materials, and equipment furnished by the Owner (either through the Contract for Construction, through a separate contract, or directly) and designed, specified, selected, or specially provided for by the A/E, plus a reasonable allowance for the overhead and profit of the Contractor or separate contractor. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding.

5.2.2. Construction Cost does not include compensation of the A/E and the A/E's consultants, the costs of the land, rights-of-way, financing or other

costs which are the responsibility of the Owner as provided in Article 4.

5.3. Responsibility For Construction Cost: Preliminary and detailed estimates of Construction Cost, prepared by the A/E, represent the A/E's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the A/E nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the A/E does not warrant or represent that bids will not reasonably vary from the MACC or from any estimate of Construction Cost or evaluation prepared or agreed to by the A/E. As part of its Services, the A/E shall design the Project to *ninety-five percent (95%)* of the MACC, and design additive alternates to *one hundred and five percent (105%)* of the MACC.

5.3.1. If the Invitation to Bid has not been issued within *ninety (90) days* after the A/E submits the Construction Documents to the Owner, the MACC and the Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.3.2. If the lowest bona fide bid exceeds the A/E's last Construction Cost estimate for corresponding Work by more than *five percent (5%)*, the Owner may, at its sole option:

- .1 accept the bid;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 terminate this Agreement in accordance with Article 8; or
- .4 cooperate in revising the Project scope and/or quality to the extent consistent with the Project's requirements to reduce the Project cost.

The Maximum Compensation shall not be increased under any of these four options even if the MACC or Construction Cost increases.

ARTICLE 6
USE OF A/E'S INSTRUMENTS OF SERVICE

6.1. The Drawings, Specifications, and other documents, including those in electronic form, prepared (whether completed or partial) by the A/E and its consultants for this Project are the "Instruments of Service." The Instruments of Service shall become the joint property of the Owner and A/E and, unless otherwise provided, the A/E shall be deemed the author of these Instruments of Service and shall retain all common law, statutory, and other reserved rights, including the copyright, to the extent not modified herein. The A/E grants to the Owner a non-exclusive

license to use and reproduce at no additional cost the Instruments of Service for purposes of constructing, completing, using, maintaining, renovating, and/or adding to the Project. Reproducible copies of the Instruments of Service may be retained by the Owner and the Owner is entitled to make and retain copies and reproduce them for its own use.

6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the either parties' reserved rights.

6.3. Upon request by the Owner, the A/E shall provide electronic copies of its Instruments of Service, including CAD, Word, Excel, and similar files to the Owner as part of the Services.

ARTICLE 7 **DISPUTE RESOLUTION**

7.1. Any claim, dispute, or other matter in question between the Owner and the A/E, including its consultants, arising out of or related to this Agreement ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the A/E.

7.2. The Owner and A/E shall endeavor to resolve Disputes through good-faith negotiation. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the Owner and A/E shall endeavor to resolve such Disputes by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Washington Uniform Mediation Act and the Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within *sixty (60) days* of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings.

7.3. A principal of the A/E, having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such parties, each with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

7.4. Unless the Owner and the A/E mutually agree in writing otherwise, all unresolved Disputes shall be considered at a single mediation session which shall occur prior to Final Acceptance of the Project by the Owner. The A/E may bring no

litigation on a Dispute unless the Dispute has been raised as required by this Agreement and considered in the above mediation procedure, except that the Owner may assert a third-party claim or cross claim in litigation involving other parties.

7.5. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.6. Except for obligations under Article 10, the A/E and the Owner mutually waive punitive and consequential damages, including, without limitation, all such damages due to either party's termination.

ARTICLE 8 **TERMINATION AND SUSPENSION**

8.1. Termination for Cause by Owner: If, through any cause, either the A/E fails to fulfill in a timely and proper manner its material obligations under this Agreement; or the A/E violates any of the material covenants, agreements, or stipulations of this Agreement; or the A/E becomes insolvent or the subject of any proceeding under bankruptcy, insolvency, or receivership law or makes an assignment for the benefit of creditors; or if the A/E's Representative ceases to be personally involved with the Project, the Owner shall have the right (but not the obligation) to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least *seven (7) days* after the notice, during which period the A/E shall have the right to cure the default. If the default is not cured by the termination date, the Owner shall have the right (but not the obligation) to take over performance of the Services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by or for the benefit of the A/E shall, at the option of the Owner, become the Owner's property. These rights and remedies of the Owner are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

8.1.1. In the event that the Owner terminates for cause, the Owner shall be liable to the A/E for the A/E's just and equitable compensation for any satisfactorily completed Services, but in no event shall this compensation exceed the percentage of total Services satisfactorily completed at the time of termination times the Maximum Compensation payable under this Agreement. The Owner may withhold any payments to the A/E for the purpose of setoff until such time as the exact amount of damages due the Owner from the A/E is determined. If the Owner purports to terminate all or a part of this Agreement for cause, and it is later determined that

insufficient cause existed, such termination shall be deemed to have been a termination for convenience by the Owner pursuant to Section 8.2, and the rights of the parties shall be determined accordingly.

8.2. Termination for Convenience by Owner: The Owner may, at its option and under such terms as it may set, terminate all or a portion of the Services not then performed under this Agreement at any time by so notifying the A/E in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of the Owner, become its property. If all or a portion of the Services are terminated by the Owner as provided herein, the Compensation shall be calculated by that portion of the Services satisfactorily performed prior to termination, reasonable and necessary expenses incurred by the A/E to terminate any consultant contracts, and proper compensation for Reimbursable Expenses and pre-authorized and performed Additional Services.

8.3. Termination for Cause by A/E: Should the Owner fail to make payment to the A/E in accordance with the terms of this Agreement through no fault of the A/E, the A/E may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least *seven (7) days* after the notice, during which period the Owner shall have the right to cure the default. In the event of such termination, the A/E shall be compensated in accordance with Section 8.2.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1. This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

9.2. The Owner and A/E waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Contract for Construction. The Owner and A/E each shall require similar waivers from their contractors, consultants, agents, and employees.

9.3. The Owner and A/E, 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 representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the A/E shall assign this Agreement without the written consent of the other.

9.4. This Agreement represents the entire and integrated agreement between the Owner and A/E and supersedes all prior negotiations, representations, and agreements, either written or

oral. This Agreement may be amended only by written instrument signed by both the Owner and the A/E.

9.5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Owner or the A/E.

9.6. The Services shall be performed in accordance with generally accepted standards of professional practice, any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The A/E shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and consultants, and shall be solely responsible for general public health, safety, and welfare related to or arising from its acts or omissions at the site. The A/E understands and agrees that it shall abide by all federal, state, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

9.7. The Owner reserves the right to contract with other architects, engineers, and consultants for design services.

9.8. To the extent required by applicable law and as requested by the Owner, the A/E shall comply, and shall assist the Owner in complying, with the Washington Public Records Act, Chapter 42.56 RCW.

9.9. The A/E including any of its consultants of any tier, shall comply with all applicable provisions of Chapter 49.60 RCW, the Law Against Discrimination, and shall not discriminate on the basis of race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, gender identity, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

9.10. During performance of the Services:

1. **Protected Classes:** A/E shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, sex, sexual orientation, gender identity, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability, nor commit any other unfair practices as defined in RCW 49.60.

2. Advertisements to state nondiscrimination: A/E 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, citizenship or immigration status, sex, sexual orientation, gender identity, age, marital status, or the presence of any physical, sensory, or mental disability, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability.

3. Owner and State access to A/E records: A/E 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 A/E's consultants of any tier: A/E shall include the provisions of this section in every Subcontract.

9.11. Capitalized terms not defined in this Agreement shall have the meaning as defined in the Contract for Construction or, if not defined therein, their normal industry meaning.

ARTICLE 10 INSURANCE AND INDEMNIFICATION

10.1. Insurance: The A/E shall, at its sole cost and expense, secure and maintain at least the insurance types and limits identified on the cover page, on an occurrence basis (except for professional liability insurance, which may be on a claims-made basis), to protect the Owner, its successors, assigns, and the respective directors, employees, and agents of each of the foregoing, from and against any and all claims, losses, harm, costs, liabilities, damages, and expenses arising from the Services.

10.1.1. The A/E shall maintain professional liability insurance (errors and omissions) from the Effective Date through *six (6) years* after Substantial Completion, with limits of at least those identified on the cover page, for claims that may result in any way from A/E's negligent performance of its obligations under this Agreement. The A/E shall promptly notify the Owner of any material changes to, interruption of, or termination of this insurance. The A/E shall contractually require its consultants of any tier to maintain professional liability insurance (errors and omissions) in an amount of at least *fifty percent (50%)* of this amount. If professional liability insurance (errors and omissions) becomes unavailable to the A/E or any of its consultants, the A/E must so notify the Owner.

10.1.2. All such insurance shall be placed with insurers and under such forms and limits of policies as may be reasonably acceptable to the Owner. Within *ten (10) days* of execution of this Agreement and at least annually thereafter during the

performance of the Services, the A/E shall deliver to the Owner certificates of insurance (including renewal or replacement certificates), bearing all required endorsements, acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies are in full force and effect. The policies shall not be canceled or materially changed without the A/E providing the Owner with at least *thirty (30) days'* prior notice of such cancellation or change. The Owner and any additional parties identified on the cover page, along with the successors, assigns, and respective directors, employees, and agents of each of the foregoing, shall be named as additional insureds on all applicable policies, with coverage provided on a primary and non-contributory basis. The A/E shall be responsible for payment of any applicable deductibles or retention. The foregoing requirements as to insurance and acceptability to the Owner of insurers and insurance to be maintained by the A/E shall not in any manner limit or qualify the liabilities or obligations assumed by the A/E under this Agreement.

10.2. Indemnification: The A/E hereby releases and agrees to defend, indemnify, and hold the Owner, its successors and assigns, and the Owner's Board, directors, officers, agents, and employees of each of the foregoing ("Indemnified Parties") harmless, from and against: (1) any and all claims of third parties; and (2) losses, harm, costs, liabilities, damages, and expenses arising or resulting from such claims of third parties, including attorneys' fees, costs, and others litigation expenses ("damages"); to the extent arising out of or in connection with any willful misfeasance, bad faith, or negligence in, or reckless disregard of: (a) the performance of the Services by, (b) the obligations of, or (c) the acts or omissions of the A/E or any of its consultants of any tier, their respective successors and assigns, the directors, officers, employees, and agents of each of them, or anyone acting on the A/E's behalf in connection with this Agreement or its performance (the "Indemnifying Parties"); PROVIDED, however, that the A/E is not required to so defend, indemnify, or hold harmless any of the Indemnified Parties against claims or damages caused by or resulting from the sole negligence of the Indemnified Parties; and PROVIDED FURTHER that if such claims or damages are caused by or result from the concurrent negligence of the Indemnified Parties and the Indemnifying Parties then the A/E's defense, indemnity, and hold harmless obligations hereunder shall be limited to the proportionate extent of the negligence of the Indemnifying Parties. Any of the foregoing limitations on the Indemnifying Parties' obligations shall not affect the Owner's rights under the insurance maintained pursuant to Section 10.1, and such insurance, if applicable, valid, and collectible, shall be primary to any indemnification obligations hereunder.

10.2.1. In claims against any person or entity indemnified under this Section 10.2 by an employee of the A/E, any of its consultants of any tier, anyone directly or indirectly employed by them or anyone for whose acts they are liable, the obligations under this Section 10.2 shall not be limited by the amount or type of damages, compensation or benefits payable by or for the A/E or a consultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the A/E expressly waives immunity as to the Owner under Title 51 RCW, "Industrial Insurance." This provision has been expressly and mutually negotiated.

ARTICLE 11

PAYMENTS TO A/E

11.1. Progress Payments on Account of Services: Progress payments are due and payable to the A/E within *thirty (30) days* of receipt of the A/E's invoice, provided that the A/E is entitled to payment as provided in this Agreement. Amounts unpaid *sixty (60) days* after the invoice receipt date shall bear interest at the Bank of America Prime Rate plus *two percent (2%)*.

11.1.1. A/E's invoices shall be submitted monthly and include the description and value of Services completed during the previous month, the percent of Services completed through the previous month, and the balance of Services remaining. Invoices, including Reimbursable Expenses, shall be accompanied by receipts or records documenting those expenses. Invoices for Additional Services, as authorized under Article 3, shall be accompanied by supporting information, such as time sheets or invoices, as necessary to substantiate the Additional Services.

11.2. Reimbursable Expenses: "Reimbursable Expenses" are identified in Exhibit C.

ARTICLE 12

COMPENSATION

The Owner shall compensate A/E as follows:

12.1. Compensation: The Owner shall compensate A/E for performance of its Services, including the Services of the A/E's consultants, based on the Maximum Compensation amount shown on the cover page, and as described in:

Exhibit B – A/E Design Fee Summary

12.1.1. The compensation of the A/E shall not be changed after bids are opened, even if the accepted bids are less than or exceed the MACC. Any payments made by the Owner above the Maximum Compensation must be as an Additional Service, as authorized per Article 3.

12.2. Additional Services: The Owner shall compensate the A/E for Additional Services, as described in and authorized by Article 3, based on:

The hourly rates set forth in Exhibit B, or, if no hourly rates are included in Exhibit B, hourly rates approved in writing by the Owner

11.3. A/E's Records: Upon request, the A/E shall provide the Owner with access to its records for inspection, audit, and reproduction and with an accounting of any Services of the A/E or of any of its consultants of any tier. The accounting of Services shall detail the Services performed, the amounts paid to a consultant (supported by copies of all paid invoices), and such other information as the Owner may reasonably request. The Owner shall in no event be obligated to make any payment to any consultant, and the Owner is not obligated to reimburse the A/E for such payments if the amount thereof has been taken into account in determining the Compensation payable to the A/E under this Agreement. If the Owner makes any such payment which the A/E was obligated to make, the A/E shall reimburse the Owner upon demand for the same, together with all related costs and expenses incurred by the Owner.

Claims: If the A/E believes that it is entitled to any additional compensation beyond the Maximum Compensation, such as payments for which the A/E considers to be Additional Services, the A/E shall notify the Owner in writing of such claims for compensation as provided in Section 3.2. Failure of the A/E to provide such written notification to the Owner shall constitute a waiver of the A/E's rights to seek additional compensation. In no event shall the A/E have the right to seek such additional compensation from the Owner unless such claims are attached to the A/E's invoice which seeks payment for the final amounts of compensation identified in Section 12.1. Such invoice shall also include any final requests for Reimbursable Expenses.

12.2.1. The Owner shall compensate A/E for Additional Services provided through A/E's consultants based on:

The hourly rates or mark-up set forth in Exhibit B, or, if no hourly rates and/or mark-up are included in Exhibit B, hourly rates and/or mark-up approved in writing by the Owner

12.3. Reimbursable Expenses: The Owner shall compensate A/E for Reimbursable Expenses based on:

The mark-up set forth in Exhibit C, or, if no mark-up is included in Exhibit C, mark-up approved in writing by the Owner. The cost of Reimbursable Expenses is included in the Maximum Compensation.

This Agreement entered into as of the Effective Date.

**OWNER:
Washington State University**

**ARCHITECT/ENGINEER:
Firm Name**

(Signature)

(Signature)

(Printed name)

(Printed name)

(Title)

(Title)

Sample

EXHIBIT A

Scope of Services and Project Description, dated _____.

Project Description:

[This Exhibit is configured for full architectural services]

[If this Exhibit will be used with a reduced scope of services, it should be modified]

Schematic Design Phase and Design Development Phase Services – Basic Services		Scope of Services
Project Administration	Services related to administration of this phase or phases of services, including consultation, meetings and correspondence, and progress design review conferences.	Included
Disciplines Coordination	Coordination between and among the architect, engineers and other consultants involved with the Project.	Included
Document Checking	Review and coordination of Project documents.	Included
Permitting Authority Consulting	Research of applicable laws, statutes, regulations, and codes, and preparation of written and graphic explanatory materials. Consult with permitting authority. Assist in obtaining approval from approving agencies as required.	Included
Owner Data Coordination	Review and coordination of data furnished by the Owner.	Included
Architectural Design Services	Responding to programming/pre-design requirements and continued development to establish the final scope, relationships, forms, size, and appearance of the Project through plans, sections, elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.	Included
Structural Design Services	Consideration of basic structural material and systems and continued development and analysis of the specific structural system(s) in sufficient detail to establish the basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.	Included
Mechanical Design Services	Consideration of alternate materials, systems, and equipment, and continued development and analysis of design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, and fire protection to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.	Included
Electrical Design Services	Consideration of alternate systems, recommendations regarding electrical materials, systems, and equipment, and continued development and analysis to establish criteria for lighting, electrical and communication raceways, fire detection and alarms, approximate sizes and capacities of major components, preliminary equipment layouts, and required space for equipment, chases, and clearances.	Included
Civil/Site Design Services	Site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations, and normal utility connections required to service the building such as water, drainage, and sanitary systems.	Included
Specifications	Preparation of architectural outline specifications and coordination of outline specifications of other disciplines, assist Owner with developing proposed General and Supplementary Conditions of the Contract for Construction, and compilation of the Project Manual including the above items.	Included
Scheduling	Reviewing and updating previously established Project schedules or initial development of schedules for decision making, design, and documentation.	Included
Cost Estimating	Development of a probable construction cost from quantity surveys and unit costs of building elements for the Project. Costs shall reflect the level of design	Included

	development, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Owner with analyzing scope, schedule, and budget options to stay within the Maximum Allowable Construction Cost ("MACC") or budget.	
Presentations	Conducting appropriate presentation(s) of Schematic Design Documents and Design Development Documents by the Architect to Owner representatives.	Included

Construction Documents Phase Services – Basic Services		Scope of Services
Project Administration	Services related to administration of this phase of services, including consultation, meetings and correspondence, and progress design review conferences.	Included
Disciplines Coordination	Coordination between and among the architect, engineers and other consultants involved with the Project.	Included
Document Checking	Review and coordination of Project documents.	Included
Permitting Authority Consulting	Research of applicable laws, statutes, regulations, and codes, and preparation of written and graphic explanatory materials. Consult with permitting authority. Assist in obtaining approval from approving agencies as required.	Included
Owner Data Coordination	Review and coordination of data furnished by the Owner.	Included
Architectural Design Services	Preparation of drawings based on the approved Preliminary Design or Design Development Documents, setting forth in detail the architectural construction requirements for the Project.	Included
Structural Design Services	Preparation of final structural engineering calculations, drawings, and specifications based on the approved Preliminary Design or Design Development Documents, setting forth in detail the structural construction requirements for the Project.	Included
Mechanical Design Services	Preparation of final mechanical engineering calculation, drawings, and specifications based on the approved Preliminary Design or Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.	Included
Electrical Design Services	Preparation of final electrical engineering calculation, drawing, and specifications based on the approved Preliminary Design or Design Development Documents, setting forth in detail the electrical construction requirements for the Project.	Included
Civil/Site Design Services	Preparation of final civil/site design drawings and specifications based on the approved Preliminary Design or Design Development Documents required for the Project that are normally prepared by the Architect.	Included
Specifications	Preparation of bidding documents, development of architectural specifications, coordination of specifications prepared by other disciplines, assistance with the General and Supplementary Conditions of the Contract for Construction, and compilation of the Project Manual including the above items.	Included
Scheduling	Reviewing and updating previously established Project schedules.	Included
Cost Estimating	Development of a probable construction cost from quantity surveys and unit costs of building elements for the Project. Costs shall reflect the level of design elements presented in the Construction Documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist Owner with analyzing scope, schedule, and budget options to stay within the MACC or budget.	Included
Owner Assistance	Provide necessary information to Owner for the preparation of OFM requirements for release of allotments including preparation of cost statistics.	Included

Bidding Phase Services – Basic Services		Scope of Services
Project Administration	Services related to administration of this phase of services.	Included
Disciplines Coordination	Coordination between and among the architect, engineers and other consultants involved with the Project.	Included
Bidding Materials	Organizing, coordinating, and handling bidding documents for reproduction,	Included

	distribution and retrieval, receipt, and return of document deposits.	
Addenda	Preparation and distribution of Addenda as may be required during bidding, including preparation of supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.	Included
Bidding	Participation in pre-bid conferences, provide responses to questions from bidders, help to clarify or interpret the bidding documents, attend bid opening, and document and distribute bidding results.	Included
Analysis of Substitutions	Consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.	Included
Bid Evaluation	Participation in review and evaluation of bids and alternates and recommendation on award of the Contract for Construction.	Included
Contract Agreements	Assist Owner in notification of award, assist in preparation of Contract for Construction, prepare and distribute sets of Contract Documents for execution, help to coordinate Owner approval of required certificates of insurance, bonds, and similar documents, and preparation and distribution to Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	Included

Construction Phase Services – Basic Services		Scope of Services
Project Administration	Services related to administration of this phase of services, including consultation, conferences, communications, and progress reports.	Included
Disciplines Coordination	Coordination between and among the architect, engineers and other consultants involved with the Project.	Included
Document Checking	Review and check documents (e.g., submittals, shop drawings, and RFIs) prepared for the Project.	Included
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations, and codes of regulating entities relating to the Owner's interests during construction of the Project.	Included
Construction Administration Services	Processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Distribution of submittals to Owner, Contractor, and field representatives as required. Maintenance of master file of submittals and related communications.	Included
Construction Field Observation	Visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents; preparation of related reports and communications.	Included
Project Representation	Assisting the Owner in selection of full or part-time Project representative(s).	Included
Documents	Preparation, reproduction, and distribution of clarification documents and interpretations in response to RFIs by the Contractor or the Owner. Maintenance of records and coordination of communications relative to RFIs. Preparation, reproduction and distribution of drawings and specifications to describe Work to be added, deleted, or modified, review of proposals, review and recommend changes in time for Substantial Completion, assisting in the preparation of Construction Change Directives and Change Orders and coordination of communications, approvals, notifications, and recordkeeping relative to such changes.	Included
Scheduling	Monitoring the progress of the Work relative to established Project schedules and making status reports to the Owner.	Included
Cost Accounting	Maintenance of records of payments, evaluation of applications for payment, and review and evaluation of cost data submitted for Work performed.	Included

Project Completion Services – Basic Services		Scope of Services
Project Closeout	Services initiated upon notice from the Contractor that the Work is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended. Such services consist of a detailed	Included

	inspection for conformity of the Work to the Contract Documents, issuance of the Certificate of Substantial Completion, issuance of a list of remaining Work (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of the final Certificate for Payment.	
Record Documents (As-Builts)	Receive and review marked-up record drawings. Supply the record drawings to Owner. Transfer the Contractor's record of field changes to the original record drawings.	Included
Operations and Maintenance Manuals	Processing, reviewing, commenting on, taking appropriate action, and transmitting Operations and Maintenance Manuals provided by the Contractor to the Owner.	Included
Correction Period	Continued assistance to investigate defective Work identified during the correction period.	Included

Additional Services		Scope of Services
Programming	Assist Owner in the development of the scope of work to be designed.	Included
Alternative Cost Studies	Additional estimating beyond the estimating required in Basic Services.	Excluded
Energy LCCA Review	Fee to be paid for review of the energy life cycle cost analysis.	Excluded
Energy Life Cycle Cost Analysis (ELCCA)	Analyze the cost of energy consumption and operation of the building during its entire economic life.	Excluded
Life Cycle Cost Analysis (LCCA)	Analyze the life cycle cost by determining the total cost of ownership for the building or building system using the Life Cycle Cost Tool (LCCT).	Excluded
Commissioning and Training	Cost to the A/E of assembly, tabulation, and indexing of all shop drawings and submittals on all equipment, controls, systems. Participating in an independent commissioning of the Project and providing initial operator training on the maintenance of systems.	Excluded
Enhanced Commissioning	A longer post-occupancy phase, commonly referred to as enhanced commissioning, may be necessary to achieve the long-term desired performance of a new building or system. This service generally includes monitoring energy performance after construction, additional training to facility staff, and system adjustments to ensure the building continues to operate as originally designed.	Excluded
On-Site Representative	On-site observation beyond the periodic site visits required under Basic Services for construction field observation.	Excluded
Thermal Scans	Evaluate structure for thermal loss on existing facilities to be remodeled.	Excluded
Value Engineering	Cost for performing the required value engineering study on a Project by an independent multi-disciplined team.	Excluded
Value Engineering Participation and Implementation	Cost to the Architect for participation in the value engineering study and implementation of the accepted ideas generated during the study.	Excluded
Constructability Review/Plan Check	Cost for an independent consultant or contractor to review bid documents and determine if the Project can be built as designed.	Excluded
Constructability Review Participation and Implementation	Cost to the Architect for participation in the constructability review and implementation of the accepted changes.	Excluded
Leadership in Energy and Environmental Design (LEED)	Cost of providing services for negotiation, documentation, and associated services required for sustainable design Project certificates with the U.S. Green Building Council.	Excluded
Separate Bid Packages	Cost to the Architect for preparation of separate bid packages typically used in GC/CM type projects.	Excluded
Graphics	Cost of special graphic and signage design.	Excluded

Additional Services		Scope of Services
Specialty Consultants	Cost of additional consultant services beyond those provided under Basic Services. Specialty consultants can include, but are not limited to:	Excluded
	• Acoustical Consultant	Excluded
	• Civil Engineering Additional Services:	Excluded
	◆ Studies, reports, and calculations required to determine adequacy of existing systems or those required for permit review such as drainage, fire protection, or sewer	Excluded
	◆ Storm drainage design and connections	Excluded
	◆ Design or study of issues for "sensitive areas" such as wetlands, steep slopes, or flood plains	Excluded
	◆ Water supply connections to wells, treatment systems, storage, and off-site main extensions	Excluded
	◆ Sanitary sewer design and infrastructure	Excluded
	◆ Road and pavement improvements	Excluded
	◆ Storm water quality and quantity computations, reports, design and details	Excluded
	◆ Temporary erosion and sediment control reports and drawings	Excluded
	◆ Special studies and reports for other agencies	Excluded
	• Communications Consultant	Excluded
	• Cost Estimating Consultant	Excluded
	• Electronic/Audio Visual Consultant	Excluded
	• Elevator Consultant	Excluded
	• Hazardous Material Consultant	Excluded
	• Hospital/Laboratory Consultant Interior	Excluded
	• Design Consultant Indoor Air Quality	Excluded
	• Consultant Kitchen Consultant	Excluded
	• Landscape Consultant	Excluded
	• Quality Control Consultant Security Consultant	Excluded
Geotechnical Investigation	Cost of subsurface testing and evaluation.	Excluded
Commissioning	Cost of an independent commissioning of the Project.	Excluded
HVAC Balancing	Cost to balance systems.	Excluded
Site Survey	Cost of conducting an independent site survey.	Excluded
Testing	Cost of a technician's services in acquiring and testing samples of materials used in the Project as required in the state building code.	Excluded
Design/Code Plan Check	Cost of an independent plan check if not available within the local jurisdiction.	Excluded

EXHIBIT B
A/E Design Fee Summary, dated _____.

[Attach A/E's hourly rates and fee breakdown]

[Identify any consultant costs and Reimbursable Expenses to be paid by WSU]

Sample

EXHIBIT C

I. Reimbursable Expenses:

A. Travel Expenses (when authorized) per WSU Guidelines

- | | | |
|----|-----------------------------------|---|
| 1. | Within 50-mile radius of Job Site | No reimbursement. |
| 2. | Beyond 50-mile radius of Job Site | |
| | a) Automobile | Rate per mile as identified in the Per Diem Map |
| | b) Air travel* | Actual coach class fare. |
| | c) Rental automobile* | Actual costs for midsize car or smaller. |
| | d) Taxi/shuttle/ferry* | Actual costs. |
| | e) Parking* | Actual costs. |

B. Per Diem Expenses (when authorized) per WSU Guidelines

- | | |
|----|--|
| 1. | Lodging* and meals*, including state and local taxes, in accordance with the State of Washington guidelines for the project location, or most economical, best available corporate rate. |
|----|--|

Note: WSU does NOT pay for alcoholic beverages.

C. Printing Costs (when authorized)

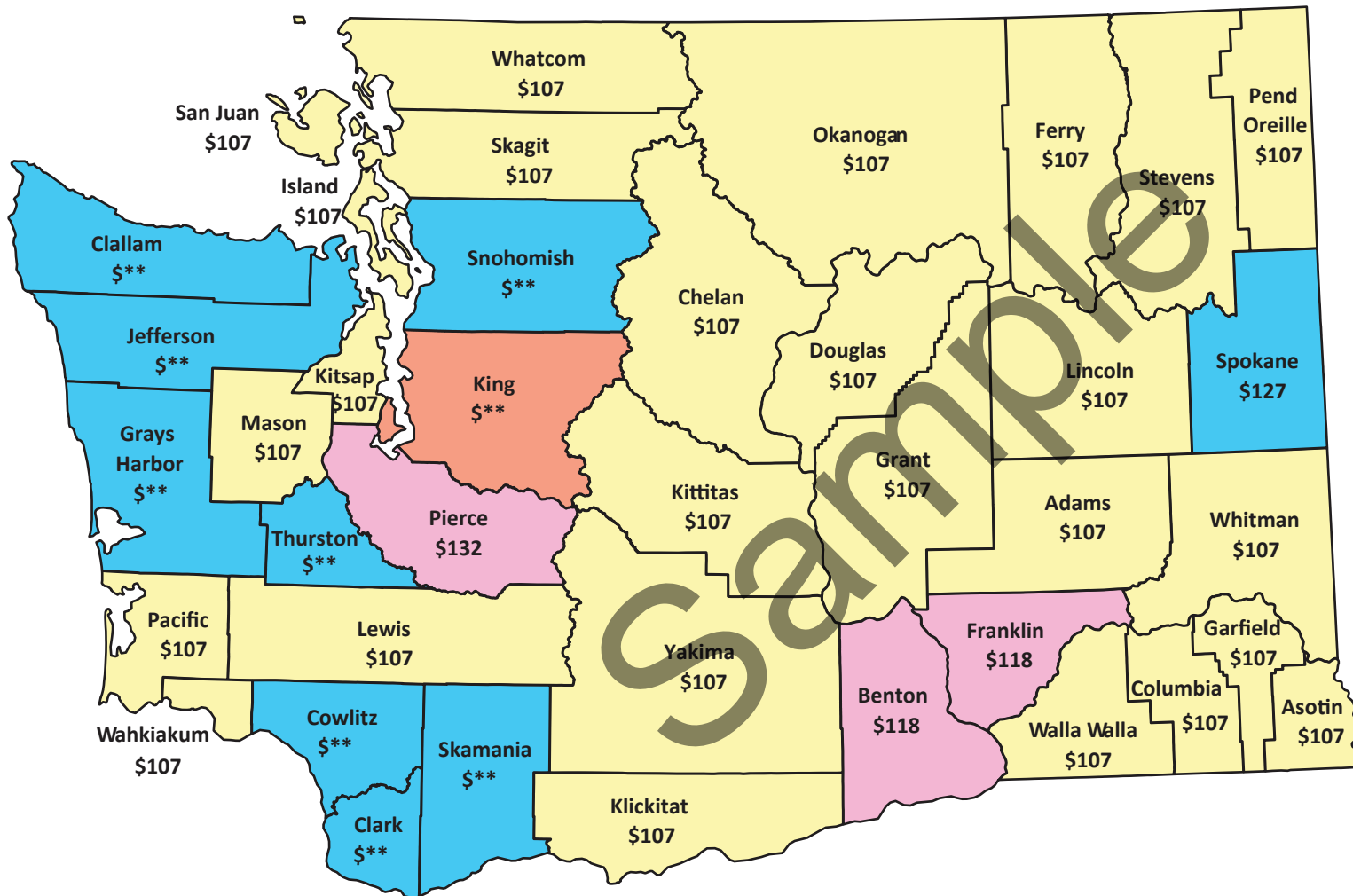
- | | | |
|----|--|-------------------|
| 1. | Bid sets, reports, specifications, final products, including postage/ shipping costs.* | Actual cost. |
| 2. | Correspondence, check prints, file copies, etc. Any printing or reproduction for in-house use. | No reimbursement. |

D. Telephone

- | | | |
|----|----------------|-------------------|
| 1. | Local | No reimbursement. |
| 2. | Long distance* | Actual cost. |

*Itemized receipts required.

Per Diem Rates - As of October 1, 2023



Meal Rates

TOTAL	B	L	D
\$59	\$14	\$17	\$28
\$69	\$17	\$19	\$33
\$74	\$18	\$20	\$36
\$79	\$19	\$22	\$38

\$ Maximum Lodging Rate

** Seasonal Lodging Rates for Counties:

Clark, Cowlitz, & Skamania	06/01 - 10/31 11/01 - 05/31	\$182 \$152
Clallam & Jefferson	07/01 - 08/31 09/01 - 06/30	\$219 \$129
Grays Harbor	07/01 - 08/31 09/01 - 06/30	\$146 \$111
King	05/01 - 10/31 11/01 - 04/30	\$232 \$176
Snohomish	06/01 - 08/31 09/01 - 05/31	\$139 \$116
Thurston	09/01 - 10/31 11/01 - 08/31	\$132 \$153

POV Mileage Rate

The privately owned vehicle mileage reimbursement rate is \$0.67 per mile.
(effective 1/1/2024)

For Out-of-State Per Diem Rates, refer to the GSA website at: <http://www.gsa.gov>. To get the total meal and incidental expense rate breakdown of individual meal allowances, refer the State Administrative and Accounting Manual (SAAM), Subsection 10.40.10.c