EASTERN WASHINGTON UNIVERSITY
CONSULTANT SERVICES AGREEMENT
(Time and Material Not to Exceed)

Agreement No./Title: null - null
Project No. null
Work Order No. null

The Owner and the Consultant named below do hereby enter into an Agreement under the terms described in the following Articles:

I. Authorization to Proceed
II. Scope of Work and Schedule of Performance
III. Compensation
IV. MWBE Utilization
V. Conditions of the Agreement

I. AUTHORIZATION TO PROCEED

Consultant: null, null null

Owner:
Eastern Washington University
Acting through the office of:
Construction and Planning Services
101 Rozell
Cheney, WA 99004
Phone: (509) 359-6326

I certify by signing below that my professional licenses and Washington State Business licenses are current.

By ________________________________  By ________________________________
Title ______________________________  Title ______________________________
Date ______________________________  Date ______________________________

A fully executed copy of this Agreement shall serve as the Consultant’s official authorization to proceed.

Work Order No. null
with the work of this Agreement.

II. SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

A. Scope and Schedule of Services for Basic Services

1

B. Additional Services

1 Changes to the services described above shall be considered additional services only when agreed to in advance by the Owner that such changes constitute a material addition or change to the previously authorized services. Such additions and/or changes shall be authorized by the Owner in the form of an amendment to this Agreement setting forth the scope of work, schedule of performance, and compensation in accordance with Article V, section K.

III. COMPENSATION

A. Basic Services Compensation

1 Compensation for rendering basic services shall not exceed undefined Thousand undefined Hundred undefined undefined Dollars and No Cents () and will be performed on a time and material basis. Compensation for services rendered on a time and material not to exceed basis will be based on rates and conditions established in part B and C of this section.

B. Compensation Schedule for Services performed on Time and Expense Not to Exceed Basis

1 Consultant and Subconsultant Rate Schedule

a. Principals of the firm hourly rate: $null/ HR

b. Employees of the firm hourly rate:
Multiplier times employees direct salary is null.
Shall not exceed $null/ HR
(Multiplier shall compensate the A/E for overhead and profit. Direct salary does not include fringe benefits.)

C. Reimbursable Expenses

1. Travel, within a 50 radius mile is not reimbursable. Travel between a 50 and 350 mile radius may be negotiated as an additional service at not greater than the approved state rate ($0.485 per mile). Any cost reimbursement for travel beyond the 350 mile radius requires written justification and prior approval from the Owner. Per Diem rates shall be in accordance with current OFM Guidelines for Determining A/E Fees for Public Work Building Projects.

2. Miscellaneous, routine overhead expenses incurred in the normal process of performing basic services or authorized additional services such as, but not limited to, telephone costs, mail, clerical supplies, computer, copying, fax, and transportation are not reimbursable.

IV. VOLUNTARY MWBE UTILIZATION

1. The following voluntary MWBE participation goals have been established for this project:
   - Minority Business Enterprise (MBE) 10%
   - Women Business Enterprise (WBE) 6%

2. Achievement of the goals is encouraged. However, no minimum level of MWBE participation shall be required. The Consultant may contact Office of Minority and Women's Business Enterprises (OMWBE) to obtain information on certified firms for potential subconsultants.

3. The Consultant shall send written notification to the Owner's project manager within thirty (30) days following execution of this Agreement listing MWBE firms intended for use, the tax identification number (TIN) for each firm and the anticipated dollar value of participation.

V. CONDITIONS OF THE AGREEMENT

A. Owner's Responsibilities

1. Upon request, the Owner shall promptly furnish to the Consultant such data and drawings within its control and possession to the extent the Owner agrees is necessary for the performance of the services. All such data and drawings shall be considered as general information and may contain errors. Consultant shall verify accuracy of information provided to the extent as identified in the scope of services.

2. The Owner shall designate representatives authorized to act in the Owner's behalf. References in this Agreement to "Owner" shall include the Owner's designated representative. The
representatives shall examine the documents submitted by the Consultant, consult with the Consultant on problems as they may arise, coordinate the Owner's services with those of the Consultant, render decisions and advise the Consultant promptly in order to avoid any unreasonable delay in the progress of the Consultant's work.

B. Consultant's Basic Services

1. The Consultant shall perform the services as expeditiously as is consistent with the orderly progress of the work and to the degree of professional skill, care and judgment commensurate with that which is normally exercised by recognized professional firms performing similar services under similar circumstances to the services required for this project.

2. The Consultant shall field-verify all information critical to the performance of the Agreement, to the extent that the field conditions are visible or readily accessible. In cases where such field conditions are not visible or readily accessible, the Consultant shall notify the Owner in writing of their need to uncover or gain access to obtain critical information through partial demolition or temporary access. Such notifications shall be made so not to delay the Consultant’s schedule of performance.

3. The Consultant shall perform the services in accordance with the schedule specified in Article II, Part A. It shall be the Consultant's responsibility to promptly inform the Owner of any deviations from the schedule.

4. The Consultant shall, with the Owner's concurrence, designate any sub-consultants as may be necessary to fully accomplish the services. Upon request, the Consultant shall furnish to the Owner a copy of the Consultant's contract(s) with its sub-consultants.

5. The Consultant shall cooperate with the Owner and shall coordinate its services with related work performed by the Owner and others.

6. The Consultant shall provide sufficient numbers of copies, as requested by the Owner, of draft and complete final project documents and reports called for in Article II, A, Scope of Services. Such documents and reports shall include, but not necessarily be limited to presentation materials, surveys, studies, drawings, maps, photographs, assessments, calculations, computer program files on electronic media and any other supportive data and materials as the Owner may reasonably require.

7. In the performance of this Agreement, the Consultant shall act as an independent contractor, maintaining control and responsibility for and over the Consultant's employees.

C. Payments to the Consultant

1. Payments shall be made monthly upon submittal to the Owner of the Consultant's invoice for services, in a form designated by the Owner.
2 Payments requests for time and material not to exceed agreements shall include an itemized breakdown of both labor and expenses. Payment requests that include reimbursable expenses shall include copies of invoices, receipts and other documentation to substantiate amount.

3 If the Consultant and the Owner cannot agree to a sum for an additional service, the Owner reserves the right to employ other means to accomplish the work.

4 Payment for Additional Services is subject to the conditions of Article III, Part B and C.

D. Successors and Assigns

1 The Consultant shall not assign, sublet, or transfer this Agreement or any right or interest in this Agreement without the prior written consent of the Owner. Any such assignment made without the Owner’s consent shall be void at the Owner’s option.

E. Non-Discrimination.

1 The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital, status, sex, sexual orientation, age or the presence of any sensory, mental, or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, sexual orientation, age or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.

2 The Consultant shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, sexual orientation, age or the presence of any sensory, mental, or physical handicap. The words “equal opportunity employer” in advertisements shall constitute compliance with this Article.

3 The Consultant shall include the provisions of the foregoing paragraphs 1 and 2 in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.

4 In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the Agreement, the Owner shall have the right, at its option, to cancel the Agreement, in whole or in part. If the Agreement is canceled after partial performance, the Owner shall be obligated to pay fair market value or the Agreement price, whichever is lower, for goods or services which have been received and accepted.

F. Termination of Agreement
1 Termination for Cause: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner may terminate this Agreement by giving written notice to the Consultant of such termination. The notice shall specify the effective date of termination and shall be given at least five (5) days before that date. Upon receipt of such notice the Consultant shall perform no further services covered by this Agreement. Upon termination for cause all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Owner, become the Owner's property. The Consultant shall be entitled to receive just compensation for any satisfactory work completed on such documents and other materials. The Consultant shall remain liable to the Owner for any damages resulting from any breach of this Agreement by the Consultant; and the Owner may withhold reasonable amounts owed to the Consultant as setoff until the amount of damages due the Owner from the Consultant is determined.

2 Termination for Convenience of Owner: The Owner may terminate this Agreement at any time for the Owner's convenience by written notice to the Consultant. Upon termination, all finished or unfinished documents and other materials as described in paragraph 1 of this Article shall, at the Owner's option, become the Owner's property. If the Agreement is terminated by the Owner under this paragraph, the Owner shall be liable only for payment required under the terms of this agreement for services rendered or materials delivered prior to the effective date of termination. In no event shall the consultant be entitled to consequential damages or indirect costs associated with termination. There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.

3 Termination for Convenience of Consultant: The Consultant may terminate this Agreement at any time by written notice to the Owner. Upon termination all finished or unfinished documents and other materials as described in paragraph 1 of this Article, shall, at the Owner's option, become the Owner's property. If the Agreement is terminated by the Consultant the Consultant's compensation shall be as negotiated between the Owner and the Consultant.

G. Governing Law

1 This contract shall be governed by the laws of the state of Washington. The Consultant, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter. Venue of any action hereunder shall be in Spokane County Superior Court.

H. Insurance

1 Upon execution of this Agreement, the Consultant shall submit to the Owner certificates of insurance for coverage required below and shall maintain the same type and amount of coverage
for the life of this agreement. Each insurance certificate shall provide that coverage will not be
canceled or materially modified without 45 days notice to the owner. The liability for the
Consultant's negligent acts, errors or omissions shall not be limited by the policy or exclusions
contained in the Consultant's professional liability insurance policy.

Insurance shall be maintained in the following forms and amounts:

a. General Liability/Auto Insurance: $1,000,000 per occurrence/annual aggregate.

b. Professional Liability Insurance: $1,000,000 per occurrence/annual aggregate.

I. Hold Harmless

1 The Consultant shall defend, indemnify, and hold the owner harmless from and against any cost,
reasonable attorneys fees, and liability for damages, including but not limited to damages arising
out of bodily injury or death to persons and damage to property, caused by or resulting from:

   a. the sole negligence of the Consultant, its officers, employees, agents, or subconsultants; or

   b. the concurrent negligence of the Consultant, its officers, employees, agents or subconsultants.

J. Ownership of Documents

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

K. Other Conditions

1 This Agreement and any scope letter attachments represent the entire Agreement of the parties
and supersedes any and all prior agreements with respect to the Services. No amendment or
modification of any provision of this Agreement shall be valid unless set forth in a written
amendment to this Agreement signed by the Owner and the Consultant.

END OF AGREEMENT
Approved as to Form: June 12, 2006
Deborah Danner
Senior Counsel for EWU