



Washington University in St. Louis

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT is made effective as of this [redacted] day of [redacted] in the year of [redacted]

BETWEEN Owner:

THE WASHINGTON UNIVERSITY

[redacted] ADDRESS LINE 1

[redacted] ADDRESS LINE 2

[redacted] CITY, STATE ZIP

And Architect:

[redacted] COMPANY NAME

[redacted] ADDRESS LINE 1

[redacted] CITY, STATE ZIP

For the following Project:

Project Number: [redacted]

Project Name: [redacted]

Commitment ID: [redacted]

The Architect's Fee for Basic Services is:

[redacted] \$0.00

The Architect's Fee for Supplemental Services is:

[redacted] \$0.00

Reimbursable Expenses shall not exceed:

[redacted] \$0.00

Project Description:

[redacted] N/A

Special Conditions of Contract

N/A

Owner and Architect agree as follows:

ARTICLE 1 DEFINITIONS

Terms used in this Agreement are defined as follows:

“Additional Services” means the Services of Architect or Architect’s Consultants that are not otherwise included as part of Basic Services or Supplemental Services.

“Architect”: Architect is the person lawfully licensed to practice architecture or engineering (as applicable) in the state of Missouri, identified as such on the first page of this Agreement Architect is referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms Architect means Architect and/or his authorized representative.

“Basic Services” means those Services described in Article 3 of this Agreement.

“Change Order”: A writing signed by Owner and Contractor setting forth their agreement as to a change in the scope of the Work, Contract Sum or Contract Time.

“Close-Out Documents”: The Close-Out Documents consist of final Record Documents vendor instruction manuals, all items listed in Section 32.2 of the General Conditions of Contract between Owner and Contractor, all applicable guarantees and warranties covering the Project or any component of the Work or any material incorporated into the Work.

“Construction Cost”: Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by Architect including Contractor’s cost to install items furnished by Owner. Construction Cost does not include the compensation of Architect and Architect’s Consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of Owner.

“Construction Cost Budget”: Construction Cost Budget is the amount of money allocated for Construction Costs by Owner for completion of the Project.

“Contract Documents”: The Contract Documents consist of the Agreement between Owner and Contractor, (the "Construction Agreement"), the General Conditions of Contract between Owner and Contractor and any special conditions, Drawings, Project Manual and Specifications, addenda issued before execution of the Construction Agreement, other documents listed in the Construction Agreement, and Modifications issued after execution of the Construction Agreement.

“Contractor”: Contractor is the person, firm, or corporation with whom the Contract for Construction is made by Owner.

“Coordination Drawings”: Coordination Drawings are drawings showing equipment layouts that indicate the necessary offsets for all duct work, piping, conduit, and other items to clear space for all other trades and to maintain the required ceiling height and partition layouts. All Coordination Drawings, including sections through shafts, shall be at not less than 3/8-inch scale.

“Drawings”: Plans, elevations, sections, details, schedules, diagrams, and all other graphic or pictorial depiction of the design, location and dimensions of the Work prepared by Architect.

“Fee Schedule”: The Washington University Architect and Engineer Design Fee Schedule dated 2/6/2015. The Fee Schedule is available for viewing and printing at <http://pmweb.wustl.edu/vendors/contract-documents/>.

“Final Completion”: The date when the last of the following have all occurred: (1) all Punchlist items are completed (2) all Close-Out Documents have been delivered to Owner, and (3) Owner has approved Contractor’s Final Application for Payment.

“Government Authorities”: Local, county, regional, state and federal governmental bodies, agencies, departments and bureaus having jurisdiction over the Work, or from whom permits, approvals or other consents are required.

“Hazardous Materials”: Any pollutant, hazardous or toxic substance, waste or material, including, but not limited to, oil

products, mold, asbestos, asbestos-containing materials, lead, lead-containing materials, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid-containing polychlorinated biphenyls, flammable explosives, radioactive materials or any other material or substance designated or regulated as hazardous or as a toxic substance or waste, pollutant or contaminant under Applicable Laws.

“Modification”: A Modification means a written amendment signed by Owner and Contractor, a Change Order, a construction change directive, Architect’s Supplemental Instruction, or a written order for a minor change in the Work issued by Architect and/or Owner’s Representative.

“Owner”: Owner means The Washington University.

“Owner’s Representative”: Owner’s Representative means the person designated in writing by officers of The Washington University to act on behalf of Owner on all matters requiring Owner’s approval or authorization.

“Professional Services Change Order”: Means a written amendment signed by Owner and Architect setting forth their agreement as to a change in Architect’s service, Architect’s fee, or other terms of the Agreement.

“Punchlist”: Punchlist is a list prepared by Owner or Architect as applicable, identifying uncompleted items and items that need to be corrected following Substantial Completion.

“Record Documents”: Drawings and other records that are maintained to record all conditions which exist when the building construction is completed. This includes, but is not limited to, both the elements of the Project itself and existing elements that are encountered during the course of Project construction.

“Reimbursable Expenses”: Those expenses described and provided for in Section 9.2 and Owner’s Guidelines for Allowable Reimbursable Expenses, which are incorporated into this Agreement as if fully set forth herein. The Guidelines for Allowable Reimbursable Expenses is available for viewing and printing at <http://pmweb.wustl.edu/vendors/contract-documents/>.

“Samples”: Samples are physical examples furnished to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged.

“Shop Drawings”: Shop Drawings are drawings, diagrams, illustrations, charts, brochures, and other data that are prepared by Contractor or any Subcontractor, manufacturer, supplier or distributor, for some portion of the Work.

“Site”: The portion of Owner premises upon which the Project is to be constructed as specified in the Contract for Construction.

“Specifications”: The written description of the qualitative and quantitative requirements for materials, equipment, systems, standards and workmanship for the Work.

“Submittals”: Shop Drawings, Samples and any other graphic or written description by Contractor, a Subcontractor, or one for whom either is responsible, which demonstrates the manner in which the Work is proposed to be furnished in conformance with the Contract Documents.

“Substantial Completion”: Substantial Completion shall be the point at which the entire Work, or a portion thereof designated by Owner, is sufficiently completed in accordance with the Contract Documents to permit Owner occupancy and utilization of the facilities for the intended purpose. Substantial Completion shall not be achieved until Contractor obtains a Certificate of Occupancy from the applicable Governmental Authority.

“Supplemental Services” means those Services described in Article 4 of this Agreement (if any).

“Work”: The Work comprises all construction and services required by the Contract Documents, whether completed or partially completed and includes all labor, materials, equipment and services necessary to produce such construction and incorporated into such construction.

“WU Design Standards” means, collectively, Owner’s architectural and engineering design standards, as applicable, for each campus as follows: Medical School Campus – Washington University School of Medicine Design Standards (<http://facilities.med.wustl.edu/planning-construction/design-standards/>); Danforth and all other campuses – Washington University Design Standards for Architectural Building Components and Washington University Design Guidelines for Engineered Building Systems (<http://facilities.wustl.edu/capital-projects-records/>).

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- 2.1. Architect shall perform the services set forth in this Agreement (collectively, the "Services").
- 2.2. Architect will discharge its responsibilities set forth in this Agreement and perform its Services in accordance with generally accepted standards of professional and ethical competence and in any event, with the care, skill, and diligence that a prudent person acting in a like capacity and familiar with such matters would use under such circumstances and at such time ("Standard of Care"). The parties agree that the Standard of Care is applicable to all of the Architect's Services and obligations under this Agreement whether or not the Standard of Care is expressly referenced in connection with particular provisions of this Agreement.
- 2.3. Architect shall perform Architect's Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Work. Upon request of Owner, Architect shall submit for Owner's approval a schedule for the performance of Architect's Services, which schedule shall include allowances for periods of time required for Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule approved by Owner constitute a material term of this Agreement and shall not be exceeded by Architect without further discussion with and written approval of Owner.
- 2.4. Unless otherwise directed by Owner, Architect shall enter into written agreements only with such engineers, consultants, and service providers previously identified by Architect and approved by Owner in its sole and absolute discretion to provide the Services required by this Agreement ("Architect's Consultants"). All agreements with Architect's Consultants shall identify Owner as a third party beneficiary and expressly provide Owner with the right to rely on the services provided by such consultant under the agreement. Upon request of Owner, Architect shall deliver to Owner copies of all agreements entered into with and all reports generated by Architect's Consultants.
- 2.5. Architect shall coordinate the efforts of all of Architect's Consultants and shall be responsible to Owner for all acts and omissions of Architect, Architect's Consultants, their employees, agents and any other persons or entities performing portions of Architect's Services for or on behalf of Architect or Architect's Consultants.
- 2.6. Architect and Architect's Consultants shall each identify individuals who will serve as members of the Project team throughout the course of the Project. Such individuals shall continue working on the Project except (i) in the event of his or her termination of employment or disability, or (ii) for good cause shown. No new individual shall be assigned to the Project team without prior approval of Owner.
- 2.7. Architect shall become familiar with and knowledgeable about all laws, regulations, statutes, codes, ordinances and rules applicable to the Project or any existing structures or facilities that will be impacted by the proposed construction (collectively, "Applicable Law"). Architect further agrees to become familiar with and knowledgeable about Owner's applicable architectural and engineering design standards ("WU Design Standards").
- 2.8. Architect shall provide designs, Drawings, Specifications and other documents under this Agreement which comply with (i) the Standard of Care, (ii) the WU Design Standards in use at the beginning of the construction document phase, and (iii) all Applicable Laws in force at the time of issuing the Construction Documents or enacted at the time of issuing the Construction Documents and scheduled to take effect prior to the date scheduled for final completion. Architect shall correct and/or modify any designs, Drawings, Specifications or documents that do not so comply, with reasonable promptness and at no cost to Owner. With respect, specifically, to compliance with the Americans with Disabilities Act ("ADA"), Architect, as part of its meetings with Owner pursuant to this Agreement, shall specifically review with Owner how Architect intends to design the Project in order to meet the requirements of the ADA.
- 2.9. Architect shall cooperate and assist Contractor in making applications and obtaining the required approvals and permits for construction of the Project from Governmental Authorities. To the extent revisions to the Drawings, Specifications or other documents prepared by or on behalf of Architect are required to obtain approvals or permits from permitting authorities or applicable utilities respecting the design of the Project, Architect shall make such revisions at its sole cost and expense. Architect shall not be responsible for any governmental fees associated with obtaining such permits and approvals. When requested by Owner, Architect shall appear and participate at meetings and hearings relating to such required approvals or permits and develop information, comments, materials and other information for presentation at such meetings and hearing.
- 2.10. Unless otherwise specified by Owner's Representative, Architect shall prepare all of its Drawings and Record Documents to conform to the version of the Washington University CAD Standards Manual in use at the time of the execution of this Agreement. A copy of the CAD Standards Manual is available for review at the Department of Facilities Planning and Management and online at <http://pmweb.wustl.edu/vendors/contract-documents/>. Architect shall provide all such Drawings and Record Documents to Owner upon Owner's request. The costs of any reproductions or prints requested by Owner shall be Reimbursable Expenses under Section 9.2

- 2.11. Architect shall attend such meetings with Owner and/or Contractor as necessary to perform Architect's Services. Unless responsibility for such minutes is assigned to Contractor or some other person, Architect shall prepare minutes of such meetings and distribute minutes of such meetings within five (5) business days following the meeting to all attendees, except that Owner's Representative shall be provided a copy of the minutes whether or not Owner's Representative attended the meeting.
- 2.12. Architect shall advise Owner in writing if it appears, at any time, that the Project Schedule or Construction Budget may be exceeded, and shall make recommendations to Owner for corrective action.
- 2.13. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required by the Contract Documents, Codes or applicable laws, Architect shall specify appropriate performance and design criteria that such services must satisfy. Submittals relating to such portions of the Work shall include the certification and seal, if applicable, of the licensed professional retained for such purpose. Owner and Architect may rely upon professional certification included in a Submittal relating to performance characteristics of materials, systems or equipment that is required by the Contract Documents.
- 2.14. Architect shall promptly correct, at no additional cost to Owner, any errors, omissions or defects in the Drawings, Specifications or other documents prepared by or on behalf of Architect which fail to meet the required Standard of Care set forth herein. If such an error, omission or defect in the design is discovered after the applicable construction work is in place, Architect shall be responsible to Owner for all additional costs ("Owner's Costs") to correct the construction affected by such error, omission or defect. For the purposes hereof, Owner's Costs which result from Architect's error(s), omission(s) or defect(s) will equal that amount of costs incurred by Owner in excess of that amount of costs which Owner would have incurred had Architect's work not contained any error (s), omission(s) or defect(s). The amount of Owner's Costs shall mutually be determined by Owner and Architect in the exercise of their reasonable good faith judgment. Upon the final determination by Owner and Architect of Owner's Costs, Owner shall be reimbursed therefore either (i) by the issuance by Owner and execution by Architect of a deductive Professional Services Change Order in an amount equal to Owner's Costs, or (ii) by direct reimbursement to Owner by or on behalf of Architect of Owner's Costs. Architect shall also be responsible to Owner for all damages, including without limitation, all consequential damages, delay costs, relocation costs, costs associated with temporary occupancy, and any additional construction costs paid in order to correct the construction affected by such error, omission or defect. Owner shall afford Architect the first opportunity to correct the same before undertaking such correction on its own.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.1. Definition

- 3.1.1 The Architect shall perform or cause to be performed all architectural and related program validation, designing, drafting, review, evaluation, administration and other services necessary to complete the design of and administer the construction contract for the Project as described in this Agreement, and such other services as are usual and customary for a project of the nature of that contemplated hereunder. For purposes of clarity, Basic Services shall include, but shall not be limited to, the following: program validation, architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, plumbing engineering, fire protection (performance specifications), information technology, cost estimating, preparation of as-constructed record drawings, and any Services required under Article 2 of this Agreement, all as may be further delineated in this Article 3. All Services and submissions of the Architect or Architect's Consultants shall conform to the standards and procedures contained in the WU Design Standards and any other standards and procedures and supplements thereof as may be in effect on the date of this Agreement.

3.2. Commencement of Services

- 3.2.1. Upon the commencement of Services, Architect and Owner shall conduct an organizational meeting which shall be attended by all key personnel involved in the Project for both parties (the "Kick-Off Meeting").
- 3.2.2. During the Kick-Off Meeting, the parties shall:
 - 3.2.2.1. Confirm the authority and review the responsibilities of key Project personnel;
 - 3.2.2.2. Review the scope of Architect's Services;
 - 3.2.2.3. Establish a line of communication between Owner and Architect;
 - 3.2.2.4. Develop a list of Owner's Project stake-holder representatives to be involved in Program Validation; and

3.2.2.5. Review available information and documents (including existing Program documents, if available) that reflect the Owner's requirements and objectives for the Project, including Owner's timing requirements and Construction Cost Budget.

3.2.3. Within five (5) business days after the Kick-Off Meeting, Architect shall prepare and submit to Owner detailed meeting minutes and a proposed Project Schedule reflecting Architect's performance of the Services and progression of the Project through award of the contract for construction. Within a reasonable period of time thereafter, Owner and Architect will work together to reach agreement on an initial Project Schedule, which shall be used as the basis for moving forward with the Services and the Project, as may be further modified and refined as the Project progresses.

3.3. Program Validation Phase

3.3.1. During the Program Validation Phase Architect shall:

3.3.1.1. Thoroughly review the preliminary Project Program provided by Owner;

3.3.1.2. Discuss the preliminary Project Program with the Owner and Project stakeholders/users identified at the Kick-Off Meeting, and other individuals interested in the Project, to refine goals and objectives;

3.3.1.3. Identify and evaluate strategies to achieve the identified Project goals and objectives;

3.3.1.4. Test the preliminary Project Program against similar project historical data, including not only area requirements, but also the stated Construction Cost Budget;

3.3.1.5. Perform additional study as required to clarify and finalize the Project Program;

3.3.1.6. Issue a revised, validated Project Program, incorporating any and all updated information;

3.3.1.7. Based on the validated Project Program, perform multiple conceptual, diagrammatic test-fit options of the proposed Project at the designated Project Site;

3.3.1.8. Discuss and agree with Owner upon a preferred conceptual test-fit model to serve as a basis for Schematic Design; and

3.3.1.9. Assess and identify the need for other professional services required to achieve Project objectives

3.3.2. Architect shall identify and analyze design issues relating to compliance with Applicable Laws and building standards and codes for the Project type. In the event of any conflict between the WU Design Standards and Applicable Laws, building standards and codes, Architect shall seek input from Owner and allow for Owner to participate in the resolution of any such conflict.

3.3.3. Architect shall prepare and submit the validated Project Program to Owner on or before the dates identified in the Project Schedule, prior to the start of Schematic Design. The validated Project Program shall include, at a minimum: an executive summary; a narrative description of the Project and design goals; a description of space requirements, including a listing of desired spaces and identification of each space's basic criteria; a description of planning criteria; a description of performance criteria applicable to building components; and a preliminary construction cost estimate using area, volume or similar conceptual estimating techniques ("Program Cost Estimate").

3.3.4. If the Program Cost Estimate provided under Section 3.3.3 exceeds Owner's Construction Cost Budget, Owner may require Architect to develop alternative proposals to reconcile the Program Cost Estimate with the Construction Cost Budget.

3.3.5. Within a reasonable period of time after submission of the validated Project Program to Owner, Architect shall attend a review meeting with Owner to discuss such Program and to reach agreement on any modifications to the current Project Schedule and Construction Cost Budget. Within five (5) business days after such meeting, Architect shall update the Program to reflect the modifications and clarifications agreed upon in the review meeting and shall submit such documents to Owner for final review and approval.

3.4. Schematic Design Phase

- 3.4.1. Architect and Architect's Consultants (if applicable) shall thoroughly investigate the Site existing conditions, which investigation shall include, but not be limited to, geotechnical test borings, test pits, determinations of soil bearing values, percolation tests, observations for hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, and reports with appropriate professional recommendations, confirm that all information provided by Owner and by Architect's Consultants (as applicable) is consistent with the existing conditions, and reconcile any information that is not consistent with the existing conditions.
- 3.4.2. Architect shall provide recommendations concerning Site use and improvements and review with Owner alternative approaches to design and construction of the Project and selection of materials, building systems and equipment.
- 3.4.3. Based on the mutually agreed-upon Program, Project Schedule and Construction Cost Budget requirements, Architect shall prepare, for approval by Owner, schematic design documents consisting of the following (collectively, the "Schematic Design Documents"):
 - 3.4.3.1. Short statement of the Program expressed in terms of (a) Project needs, (b) space requirements, and (c) adjacencies;
 - 3.4.3.2. Drawings and other documents illustrating the scale and relationship of Project components, including without limitation, mechanical and electrical components;
 - 3.4.3.3. List of all applicable codes and definition of building type and use group;
 - 3.4.3.4. Preliminary draft of specifications data with types and sizes of major components;
 - 3.4.3.5. List generally describing all materials, devices, equipment, and fixtures;
 - 3.4.3.6. Submissions required in the WU Design Standards;
 - 3.4.3.7. Updated Project Schedule, as needed;
 - 3.4.3.8. List of what portions of the Project will be developed on a design build basis or otherwise designed in whole or in part by design professionals other than Architect or Architect's Consultants; and
 - 3.4.3.9. List of items requiring a zoning or land use variance or a variance from a WU Design Standard.
- 3.4.4. Following approval of the Schematic Design Documents by Owner, Architect shall submit to the Owner a preliminary detailed estimate of the Construction Cost of the Project, including a breakdown of each category of work involved in constructing the Project based on the most current data and Architect's best estimate of the length of time from commencement to completion of construction of the Project, which estimate shall include a 10% design contingency.
- 3.4.5. Following receipt of Architect's estimate, Owner shall compare its Construction Cost Budget to the estimate provided in Section 3.4.4. If the good-faith estimate provided by Architect exceeds the Construction Cost Budget, then Architect will modify the Schematic Design Documents at its sole cost until such time that Owner and Architect agree that estimated costs are within the Construction Cost Budget.

3.5. Design Development Phase

- 3.5.1. Based on the approved Schematic Design Documents and any modifications resulting from any adjustments authorized by Owner (a) in the program, schedule or Construction Cost Budget; (b) in the scope or quality of the Project; or (c) following analysis of the estimates, Architect shall proceed with the Design Development Phase.
- 3.5.2. Architect shall work with Owner to review the Construction Cost Budget, update the Project schedule and meet with Owner, any of Owner's Consultants, and Architect's Consultants to obtain additional information for the Design Development Phase.
- 3.5.3. Architect shall conduct inspections and investigations using reasonable efforts and due diligence to investigate the condition of the proposed Site or any existing structure and make measured drawings showing field dimensions to uncover reasonably discoverable items that bear on the accuracy or otherwise adversely impact the accuracy of drawings or other information supplied by Owner. Architect shall notify Owner of any discrepancy between Owner supplied information and actual conditions discovered during Architect's inspections and investigations. Architect shall correct any drawings that are required as a result of information that could reasonably have been determined as a result of such inspections and investigations.

- 3.5.4. Architect shall meet with Governmental Authorities as required to assure compliance with all Codes.
- 3.5.5. Architect shall prepare one set of presentation materials as requested by Owner which materials may include site plans, floor plans, exterior elevations, renderings and stacking diagrams.
- 3.5.6. Architect shall prepare, for approval by Owner, design development documents consisting of the following (collectively, the "Design Development Documents").
 - 3.5.6.1. Drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, civil, mechanical, electrical, and plumbing systems, low voltage equipment, materials and such other elements defined in the WU Design Standards;
 - 3.5.6.2. Room by room functional space criteria including a description of amenities and finishes;
 - 3.5.6.3. Updated draft of specifications data with types, sizes and model numbers of major components;
 - 3.5.6.4. Updated list of all materials, devices and fixtures;
 - 3.5.6.4. Submissions required in the WU Design Standards;
 - 3.5.6.6. Updated Project schedule; and
 - 3.5.6.7. List of items requiring a zoning or land use variance or variance from a WU Design Standard.
- 3.5.7. During the Design Development Phase, Architect shall update and submit a revised estimate of the Construction Cost of the Project including a breakdown of each category of work which estimate shall include a 5% design contingency.
- 3.5.8. Following receipt of Architect's estimate, Owner shall compare its current Construction Cost Budget to the estimate provided in Section 3.5.7. If the good faith estimate provided by Architect exceeds the Construction Cost Budget, then Architect will modify the Design Development Documents at its sole cost until such time that Owner and Architect agree that estimated costs are within the Construction Cost Budget.

3.6 Construction Documents Phase

- 3.6.1. 3.6.1. Based on the approved Design Development Documents and any modifications resulting from any adjustments authorized by Owner (a) in the program, schedule or Construction Cost Budget; (b) in the scope or quality of the Project; or (c) following analysis of the estimates, Architect shall proceed with the Construction Documents Phase.
- 3.6.2. Architect shall prepare, for approval by Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 3.6.3. Architect shall assist Owner in the preparation of the necessary bidding information, bidding forms, and front end documents.
- 3.6.4. Architect shall advise Owner of any changes in requirements or general market conditions.

3.7. Bidding or Negotiation Phase

- 3.7.1. Architect, following the Owner's approval of the Construction Documents and of the latest Construction Cost Budget, shall assist Owner in obtaining bids or negotiated proposals and assist in awarding contracts for construction. Architect shall assist Owner as follows: (a) selecting contractors to bid the work, (b) preparation of bid forms, (c) issuing bidding documents, (d) answering inquiries from bidders and preparation and issuance of any necessary addenda to the bidding documents, and (e) analyzing the bid proposals and advising Owner of results.
- 3.7.2. If the lowest bona fide bid or negotiated proposal on behalf of a general contractor exceeds the Construction Cost Budget by more than 3%, Owner shall:
 - 3.7.2.1. Give written approval of an increase in the budget; or
 - 3.7.2.2. Authorize rebidding or renegotiation of the Project within a reasonable time; or
 - 3.7.2.3. Terminate this Agreement in accordance with Article 8; or
 - 3.7.2.4. Cooperate in assisting with value engineering evaluations and revising the Project scope and quality as required to reduce the bid or negotiated proposal within the Construction Cost Budget.

- 3.7.3. If Owner chooses to proceed under Section 3.7.2.4, Architect, without additional compensation or reimbursement, shall modify the Drawings and Specifications as necessary so that the rebid or negotiated proposal for construction of the Project will not exceed the Construction Cost Budget.

3.8. Construction Phase – Administration of the Construction Contract

- 3.8.1. Architect shall consult with Owner and shall provide administration of the contract between Owner and Contractor as provided for in this Agreement and the General Conditions of Contract between Owner and Contractor. Architect's responsibility to provide Construction Phase services as Basic Services under this Agreement commences with the award of the contract for construction and terminates upon the last of the following to occur: (i) Architect's review and acceptance of the Record Documents prepared by Contractor and delivery of such Record Documents to Owner or (ii) acceptance of the Work by Owner following Final Completion thereof.
- 3.8.2. Architect shall attend all weekly job progress meetings. In addition to the weekly job progress meetings, Architect shall visit the Site not less than n/a () hours per week. During such visits, Architect shall observe and become generally familiar with the progress and quality of the Work and monitor the Work so as to determine whether the Work is being completed in accordance with the Contract Documents. Architect shall keep Owner fully informed with written reports prepared promptly after each on-site observation of the progress and quality of the Work and Architect's opinion as to conformity with the Contract Documents. Consistent with Architect's required Standard of Care, Architect shall guard Owner against defects and deficiencies in the Work and determine whether the Work is progressing in a timely fashion according to the requirements of the Contract Documents. Architect shall notify the Owner if there is reason to believe the date of Substantial Completion will not be met.
- 3.8.3. Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility under the Contract for Construction, subject to Architect's duty to notify Owner as required in Section 3.8.2. Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 3.8.4. Architect shall assist Owner in reviewing Contractor's applications for payment. By the last day of the month, Contractor shall submit to Owner's Representative a pencil (i.e. preliminary) copy of its application for payment, including any Subcontractors' applications for payment and such supporting documentation as it required by the Contract Documents. By the tenth (10th) business day of the following month, Owner's Representative, and Architect, if requested, by Owner, shall meet with Contractor to review and comment on the pencil copy and Contractor's preliminary accounting reports. Within five (5) business days after such meeting, Contractor shall submit its application for payment, incorporating all of Owner's comments and accompanied by Contractor's accounting reports and supporting documentation required by the Contract Documents, to Architect, with a copy to Owner. Based on Architect's observations at the Site of the Work and evaluations of the Contractor's applications for payment, Architect shall review and certify the amounts due the Contractor within ten (10) days after receipt of the Contractor's application for payment.
- 3.8.5. Architect's certification for payment shall constitute a representation to Owner, based on Architect's observations at the Site as provided in Section 3.8.2 and on the data comprising the Contractor's application for payment, that the Work has progressed to the point indicated and that, to the best of Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that Contractor is entitled to payment in the amount certified.
- 3.8.6. Architect shall advise and consult with Owner regarding any Work which does not conform to the Contract Documents and therefore should be rejected. In addition, Architect shall advise Owner whenever in its reasonable opinion, Architect considers it necessary or advisable for the proper implementation of the intent of the Contract Documents to perform any special inspections or testing of any Work, whether or not such Work has been fabricated, installed or completed. Architect, following Owner's approval, shall order such special inspections or testing of any Work to determine its conformance with the Contract Documents. Nothing herein shall limit Owner's authority to order any inspections or testing.

- 3.8.7. Architect shall review and approve or take other appropriate action within ten (10) working days after Contractor provides Submittals to Architect, for the purpose of determining whether or not the Work, when completed in accordance with such Submittals, will comply in all material respects with the requirements of the Contract Documents. Review of 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 of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required by the Contract Documents, Code or Applicable Laws, Architect shall specify appropriate performance and design criteria that such services must satisfy. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, Architect 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 Documents.
- 3.8.8. Within the time limitations established in the General Conditions of Contract between Owner and Contractor, Architect shall confer with Contractor and agree upon the timing for delivery of required Submittals for Owner acceptance. Contractor and Architect shall perform their obligations as to Submittals, all in accordance with the accepted Schedule. No portion of the Work for which a Submittal is required shall be purchased, fabricated, manufactured or constructed until Architect has approved the respective Submittal, unless otherwise directed to proceed by Owner.
- 3.8.9. All Submittals for coordination and compliance with the Contract Documents provided to Architect shall bear a stamp affixed thereto as evidence of Contractor's review and coordination. Architect may return to Contractor for resubmission, without action, Submittals not bearing Contractor's stamp or the identifying information required, and the submitting entity shall be responsible for any resulting delay or additional cost.
- 3.8.10. Architect shall review all Submittals in order to confirm conformance with the design concept and performance expressed in the Contract Documents. Architect shall return Submittals to Contractor in accordance with the Schedule, with a copy to Owner, with Architect's stamp and signature affixed thereto, and annotated as follows:
- 3.8.10.1. "No Exception Taken" which means that fabrication, manufacture or construction may proceed in accordance with the Contract Documents;
- 3.8.10.2. "Make Corrections Noted" which means that fabrication, manufacture or construction may proceed in accordance with Architect's notations and the Contract Documents. If, for any reason, the submitting entity cannot comply with the notations, it shall resubmit as described for Submittals stamped "Revise and Resubmit";
- 3.8.10.3. "Make Corrections Noted, Resubmit for the Record" which means that fabrication, manufacture or construction may proceed in accordance with Architect's notations and the Contract Documents, and the submitting entity shall revise the Submittal for the record as noted. If, for any reason, the submitting entity cannot comply with the notations, it shall resubmit as described for Submittals stamped "Revise and Resubmit";
- 3.8.10.4. "Revise and Resubmit" which means that fabrication, manufacture or construction shall not proceed on the Submittal, and the submitting entity shall revise the Submittal until final acceptance is obtained. No Submittals stamped "Revise and Resubmit" shall be maintained at the Site;
- 3.8.10.5. "Rejected" which means the Submittal is not in conformance with design concept and does not comply with the Contract Documents. Fabrication, manufacture or construction shall not proceed, and the submitting entity shall revise the Submittal until final acceptance is obtained. No Submittals stamped "Rejected" shall be maintained at the Site; or
- 3.8.10.6. "No Action Required" which means the Submittal is not required and is for Architect's information and record only.
- 3.8.11. If deemed necessary by Architect or as directed by Owner, Architect shall prepare field change directives, with any required supporting documentation and data, for Owner's approval and execution in accordance with the Contract Documents to authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Construction Documents.

- 3.8.12. Architect shall acknowledge the receipt of each Contractor-generated Request for Information ("RFI") within three (3) days after receiving it. Architect shall simultaneously issue a written answer to Contractor and Owner for each RFI (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, but in no case more than seven (7) days after the RFI is received by Architect.
- 3.8.13. Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents by issuing an Architect's Supplemental Instruction ("ASI"). Unless otherwise directed by Owner, each ASI shall be reviewed with Owner and issued to Contractor following Owner's approval. Architect shall number each ASI in a consecutive sequence and maintain each ASI in a dedicated log for such purposes. Architect shall forward each ASI to Contractor and obtain the signature from Contractor as an acknowledgement that the Work described therein will not change the Contract Sum or Contract Time.
- 3.8.14. When changes to the Contract Documents are needed or desired and involve a change to the Contract Sum or Contract Time, Architect shall prepare and issue a Request for Proposal ("RFP") using a form acceptable to Owner. Architect shall number each RFP in a consecutive sequence and maintain each RFP in a dedicated log for such purposes. Architect shall transmit the RFP to Contractor with a copy to Owner. Upon receipt of a potential change order ("PCO") (or Online Change Request in PMWeb, an "OCR") in response to the RFP from Contractor, Architect shall review such response for reasonableness of the quality and cost of the proposed charge, consider possible value engineering alternatives, and forward such response to Owner with recommendations for actions on the part of the Owner.
- 3.8.15. Notwithstanding the language above and in Article 4, preparation of RFIs, ASIs, RFPs, and field change directives and responding to PCO's (or OCR's) shall be considered part of the Architect's Basic Services unless Owner agrees otherwise.
- 3.8.16. Architect shall (i) conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, (ii) prepare and send to Owner for review and approval a Punchlist and, at Owner's direction, send such Punchlist to Contractor for completion, (iii) review the Punchlist items for completion by Contractor, (iv) receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and (v) issue a final Certificate for Payment upon Contractor's compliance with the requirements of the Contract Documents.
- 3.8.17. Architect shall keep current the documents and incorporate changes in the documents. Architect shall maintain previous versions of the documents for review by Owner.
- 3.8.18. Architect shall review Record Documents provided by Contractor and based on that and information otherwise coming to its attention in the course of performing its services hereunder shall prepare final Record Documents and promptly provide the Owner with an electronic version in accordance with the Washington University CAD Standards Manual and one (1) hard copy set of Record Documents and Specifications showing changes to the working Drawings. The cost of preparing and supplying such is included in the compensation for Basic Services.
- 3.8.19. Upon request of Owner, and not less than one (1) month prior to the expiration of one (1) year from the date of Substantial Completion, Architect shall conduct a meeting with Owner and Owner's Representative to review the facility operations and performance and to make appropriate recommendations to Owner. Architect shall prepare and provide Owner with a copy of meeting minutes summarizing the recommendations made during the meeting.

- 3.8.20. Unless otherwise specified by Owner's Representative, the Architect shall prepare an axonometric drawing, representing the completed as-built new building, for incorporation into the Owner's campus maps. The drawing shall be created so that the north-south axis is turned at a forty-five degree angle to the east, and shall fully describe all building massing visible from the southeast viewpoint, including all roof information. Supporting documents will be made available by the Owner, including a raster and/or vector representation of the current campus map(s) for overlay use, as well as an example drawing of a new building.

No axonometric drawings are to be foreshortened. All building components that define volumes and shapes are to be drawn. Windows and doors are to be drawn, as well as all divisions of doors and windows that are greater than 2' x 2' in area. Major distinctions in building material are to be drawn. Adjacent site information is to be included in the drawing, indicating building placement within the campus map(s), showing adjacent street and hardscape areas. All significant landscape and hardscape features are to be included with the drawing. All adjacent existing-to-remain buildings may be omitted from the drawing. Demolished buildings, demolished portions of buildings, and demolished hardscape features that are part of the new Project are to be indicated and outlined with a dashed line.

Three hierarchies of lines are to be used: Thick lines for edges of volumes with significant empty space behind them; medium lines for other edges of volumes, and thin lines for surface detail such as windows and doors that are not a change in plane. Drawings are to be submitted to the Owner in electronic format, as DXF, DWG, or EPS files, and are to contain only two-dimensional information with the same Z (height) coordinates. If DXF or DWG file formats are provided, lines of different thicknesses are to be separated by different layers. EPS files are to have the various line thickness assignments within the file. The final incorporation of the new building drawing into the campus map(s) will be the responsibility of the Owner.

ARTICLE 4 SUPPLEMENTAL SERVICES

4.1

ARTICLE 5 ADDITIONAL SERVICES

- 5.1 Additional Services are those services not included in Basic Services or Supplemental Services.
- 5.2. If (i) Additional Services not otherwise included in Basic Services or Supplemental Services are required to complete the Project, or (ii) Additional Services are requested by Owner, Architect shall provide to Owner a proposal outlining the scope of the Additional Services and the cost associated therewith in accordance with Sections 9.1.4 and 9.1.5. Upon receipt, Owner shall review the proposal and determine whether the services described in the proposal are required and whether the cost set forth in the proposal is acceptable to Owner. Following its review, Owner shall provide Architect with a prompt written response. To the extent Additional Services are acceptable to Owner, Owner shall prepare a Professional Services Change Order to be executed by both parties setting forth the change in Scope and associated cost, which shall serve as authorization for the Architect to proceed. Architect shall not be entitled to payment for Additional Services without a fully executed Professional Services Change Order in place. If Owner elects not to approve the proposed Additional Services, Architect shall have no obligation to provide those services.
- 5.3. Notwithstanding anything to the contrary in this Agreement, Owner shall not be required to pay and Architect shall not be entitled to receive compensation for any Additional Services described under this Article 5 if such services were required due to the error or omission of Architect or Architect's Consultants.

ARTICLE 6 OWNER'S RESPONSIBILITIES

- 6.1. Owner shall provide available information regarding requirements for the Project including a program, which shall set forth Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and Site requirements. Additional information if required by Architect will be developed jointly by Owner and Architect after review of the initial program, which joint development of such information shall be included as a Basic Service.
- 6.2. Owner shall, with the assistance of Architect, establish and update a Construction Cost Budget for the Project.

- 6.3. During the Kick-off Meeting, Owner shall designate an Owner's Representative who shall render decisions in a timely manner pertaining to documents submitted by Architect in order to avoid unreasonable delay in the orderly and sequential progress of Architect's Services.
- 6.4. Owner shall furnish reasonably available information describing physical characteristics, legal limitations and utility locations for the Project Site.
- 6.5. Owner's Representative shall notify Architect if Owner's Representative becomes aware of any defect in the Project or nonconformance with the Contract Documents.

ARTICLE 7 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 7.1. Except for Architect's standard details, notes, sketches, and specifications which are commonly used and reused by Architect in the ordinary course of its business and do not involve the unique aesthetic look and feel of the Project (Architect's "Standard Materials"), all of the Drawings and Specifications, the Project Manual, addenda and modifications to any of the foregoing, and all other prints, models, drawings, designs, specifications, computations, sketches, test data, surveys, survey results, photographs, renderings, plans, shop and proposed drawings, computer data, other material relating to the Work, and other items covered by this Agreement and prepared by Architect or Architect's Consultants (collectively, "Architect's Deliverables") shall from their inception become and be the property of Owner. Architect, for itself and any of Architect's Consultants, hereby expressly waives any claim of ownership of or right to any of the Architect's Deliverables, including without limitation, the ownership and/or right to the representation or expression thereof to which Architect might otherwise be entitled, and any lien or right of lien against any of the Architect's Deliverables which Architect might otherwise have. Further, Architect grants Owner an irrevocable and nonexclusive right to use and reuse Architect's Standard Materials in connection with the Project, its future maintenance and repair or any additions, alterations or future construction of the Project. Upon completion of the Project or at any earlier time at the request of Owner, Architect shall deliver to Owner all original tracings, CAD and other electronic files made in connection with the Project, including but not limited to Drawings, Specifications and renderings (colored or otherwise). Architect shall retain a reproducible copy of each of such tracings and may retain a copy of computer data for purposes only of confirming performance of Architect's Services. Owner shall indemnify and defend Architect from and against any liability which Architect may incur or suffer as a result of Owner's use of the Architect's Deliverables on any project other than the Project. The foregoing indemnity shall not apply to Owner's maintenance and repair of the Project or to any additions, alterations or future construction to the Project.
- 7.2. Architect may copy such documents and use the Architect's Deliverables on other projects only upon prior written approval of the Vice Chancellor of Public Affairs which may be granted or withheld in Owner's sole discretion. Architect shall indemnify, defend and hold harmless Owner from and against any liability which Owner may incur or suffer as a result of Architect's use of the Architect's Deliverables on any project other than the Project.
- 7.3. Confidential Information. Architect's Deliverables constitute Confidential Information of Owner. Architect shall not disclose Owner's Confidential Information to any third party without Owner's prior written consent, nor will it make use of the Confidential Information except in the performance of rights or obligations under this Agreement or as expressly authorized in this Article 7. Architect shall use at least the same degree of care to avoid disclosure of Owner's Confidential Information as it uses with respect to its own confidential information, but in no event shall less than reasonable care be used.

Confidential Information does not include information: (a) generally available to or known to the public, (b) previously known to Architect without any obligation of confidentiality, (c) independently developed by Architect outside the scope of the Agreement without any use of the Owner's Confidential Information, (d) lawfully disclosed to Architect by a third party under no obligation of confidentiality, or (e) disclosed pursuant to a valid court order or as required by a judicial court or tribunal of competent jurisdiction.

Architect acknowledges that its breach of the provisions of this Section 7.3 will cause irreparable harm to Owner and that money damages will not be an adequate remedy. Owner shall therefore be entitled to seek specific performance and injunctive or other equitable relief to prevent improper use or disclosure of the Confidential Information without the necessity of posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available to Owner at law or in equity. It is further understood and agreed that no failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

- 7.4. Notwithstanding anything contained herein to the contrary, submission or distribution of documents to meet official regulatory requirements in connection with the Project is not to be construed as publication in derogation of the Owner's rights.

ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

- 8.1. Termination by Owner. Owner may terminate this Agreement, with or without cause, upon ten (10) days written notice to Architect. Upon termination of this Agreement by Owner, Architect shall be compensated for all of Architect's Services performed by Architect and accepted by Owner up to and including the date of termination, subject to any withholdings or deductions permitted by this Agreement. Such compensation shall be due and payable to Architect thirty (30) days after such termination. If this Agreement is terminated by Owner as aforesaid and Owner employs another architect to complete the Project or element of the Project, Architect agrees to be available to the Owner and the architect hired to replace Architect, at the rates set forth in Section 9.1.4 below, to answer questions and provide clarification with respect to the Drawings, Specifications and other documents prepared by Architect prior to termination. In addition, Architect will assign to Owner those agreements with Architect's Consultants as requested by Owner.
- 8.2. Termination by Architect. In the event Owner fails to make payment to Architect within thirty (30) days after such payment is due for services performed by Architect and accepted by Owner, in the amounts required by this Agreement, Architect may, upon fifteen (15) days' written notice to Owner, terminate this Agreement. Unless such payment is thereafter received by Architect within the fifteen (15) day period, the termination shall take effect without further notice to Owner. In the event of termination of this Agreement for non-payment pursuant to this paragraph, Architect shall have no liability to Owner for delay or damage caused to Owner because of such termination.
- 8.3. Termination Deliverables. In the event of termination of this Agreement for any reason, Architect, upon payment of any amounts due to Architect pursuant to this Article 8, or within seven (7) days after receipt of the termination notice in the event no payment is due, shall deliver to Owner all Architect's Materials prepared for the Project by Architect and Architect's Consultants prior to the date of termination. Owner shall have the right to use such documents and the ideas and designs contained therein for the completion of the Project and for information and reference in connection with Owner's use, occupancy, maintenance and repair of the Project or for any additions, alterations or future construction to the Project. If this Agreement is terminated by Owner because of Architect's errors, omissions, negligence or breach of contract, Owner may use such drawings for completion of the Project without additional compensation to Architect. In addition, following receipt of a notice of termination, Architect will provide Owner with a summary of the status of the work previously performed by Architect's Consultants through the date of termination and deliver lien waivers from each of Architect's Consultants acknowledging payments made by Architect to such consultant.
- 8.4. Project Suspension. Owner may suspend this Agreement and all work by Architect on the Project with or without cause, upon ten (10) days written notice to Architect. If, through no fault of Architect, the work on the Project is suspended for more than thirty (30) consecutive days, then Architect shall be compensated in the amounts required by Article 9 for all of Architect's Services performed by Architect and accepted by Owner, up to and including the date when the suspension commenced, subject to any withholdings or deductions permitted by this Agreement. Such compensation shall be due and payable to Architect thirty (30) days after the written notice to Architect.
- 8.5. Limitation of Remedies and Expenses. Architect's sole and exclusive rights in the event of termination or suspension shall be those set forth in this Article 8. Architect shall be entitled to such fees and expenses for Architect's Services accepted by Owner through the date of termination or suspension (i) based on the percentage of completion of Architect's Services as determined by Owner; or (ii) to the extent payment under the Agreement is based on a time and expense basis, only such time actually performed and such expense actually incurred and reasonably necessary and appropriate to advance the Project and interests of Owner therein as determined by Owner. Architect shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature under or arising out of this Agreement by virtue of such termination or suspension.

ARTICLE 9 PAYMENTS TO ARCHITECT

- 9.1. Architect's Services. Owner shall pay for Architect's Services in accordance with the Fee Schedule for Architects published by Owner from time to time, and in accordance with the following:

9.1.1. For Basic Services, compensation shall be computed as follows: The design fee percentage will be calculated based upon with a complexity in , and a fee multiplier of per the Fee Schedule. The design fee percentage will be developed by linear interpolation between the percentages listed and will be based on an estimated construction cost of \$0.00, resulting in a design fee percentage of % and a corresponding design fee of \$0. The final design fee percentage and corresponding fee will be adjusted via change order using linear interpolation of the Fee Schedule and the actual construction cost.

9.1.2. For Supplemental Services as described in Article 4 compensation shall be computed as follows:

N/A

9.1.3 Where compensation for Basic Services is based on a stipulated sum or percentage of Construction Cost, progress payments for Architect's Services in each phase shall total the following percentages of the total compensation payable under Section 9.1.1:

Program Validation Phase	%
Schematic Design Phase	%
Design Development Phase	%
Construction Development Phase	%
Bidding or Negotiation Phase	%
Construction Phase	%
<hr/>	
Total Compensation:	100%

9.1.4. For Additional Services, as described in Article 5, but excluding services of consultants, compensation shall be computed as follows:

N/A

9.1.5. For Additional Services of Architect's Consultants, a multiple of one (1.00) times the amounts billed to Architect for such services.

9.1.6. The billing rates set forth for Additional Services in Section 9.1.4 shall be subject to annual adjustment calculated by multiplying the rates set forth in Section 9.1.4 by the CPI increase/decrease over the previous 12 months; however, such rates will not be increased/decreased by more than 3.5% in any one year.

9.2. Reimbursable Expenses

9.2.1. Reimbursable expenses are in addition to the compensation set forth in Section 9.1 and are subject to a cap of \$0.00. Owner shall pay Architect for Reimbursable Expenses in accordance with the Guidelines for Allowable Reimbursable Expenses attached hereto as Exhibit A and incorporated herein by reference, and the following:

9.2.1.1 If authorized in advance by Owner and not otherwise included as a part of Architect's Basic Services, the reimbursable expense of Architect's Consultants at a multiple of 1.0 times the direct expense.

9.2.1.2 If authorized in advance by Owner and not otherwise included as part of Architect's Basic Services, the direct expense of models or renderings.

- 9.2.1.3 If authorized in advance by Owner, the direct expense of reproduction for all copies of drawings, specification documents, and other documents required throughout all phases of the Project. Notwithstanding the foregoing, Owner will not reimburse Architect for copies of drawings, specification documents, and other documents prepared by Architect or Architect's Consultants for their internal use.
- 9.2.1.4 The direct expense of lodging, meals, and transportation for out-of-town travel approved by Owner in advance incurred in connection with the Project, except that automobile travel shall be reimbursed at the current rate as allowed by the IRS. Such expenses shall be incurred and reimbursed only to the extent such expenses comply with the Guidelines for Allowable Reimbursable Expenses.
- 9.2.1.5 The direct expense of postage and overnight delivery services.
- 9.2.1.6 If authorized in writing and in advance by Owner, the expense of overtime work requiring higher than regular rates.

9.3. Invoices.

- 9.3.1. Architect shall submit an invoice by the fifteenth (15th) day of each month for Architect's Services rendered, in an amount proportional to the percentage of work then completed by Architect, and for Reimbursable Expenses incurred. Invoices for Projects based on a time and material basis shall include detailed time entries reflecting work performed on the Project. Invoices based on a stipulated sum or percentage of Construction Cost shall include a summary of significant accomplishments. Upon receipt of the invoice, Owner shall review the invoice and notify Architect of any questions or disputes relating to the invoice within ten (10) business days after receipt. Thereafter, Owner shall pay Architect the amount approved by Owner within thirty (30) days after receipt of the invoice. Architect shall not submit and the Owner shall not honor any invoice, or part thereof, which exceeds the percentage of work completed within each phase or, when combined with the total amount of invoices previously submitted by Architect with respect to such phase, requests payments in excess of the limits established in Section 9.1.3. Amounts disapproved by Owner in good faith shall not be considered overdue.
- 9.3.2. Each invoice submitted by Architect to Owner shall itemize and identify the amounts within each invoice which Architect intends to pay each Architect's Consultant for work performed on the Project up to the date of each invoice, and shall set forth the amount of the contract balance with each such Architect's Consultant which will still be unpaid after payment of the amounts so itemized. No later than ten (10) days after the receipt of payment from the Owner, Architect shall pay to Architect's Consultants all amounts identified in each invoice as intended for said Architect's Consultant. If Architect does not intend to pay any Architect's Consultant for work performed by such entity for the Project, Architect shall so notify Owner in writing and explain the reason for Architect's decision not to make such payment. Owner shall thereafter withhold from Architect the amounts so noted until Architect represents that such payment will be made to the applicable Architect's Consultant. Architect shall indemnify and hold harmless Owner from and against any costs, damages or expenses (including reasonable attorney's fees) incurred by Owner as a result of claims made by any Architect's Consultant who has performed work for the Project, but whom Architect does not pay for such work.
- 9.3.3. Each invoice submitted by Architect shall be accompanied by: (1) a partial waiver of lien executed by Architect covering the entire amount of the payment requested by the relevant invoice, and (2) partial waivers of lien, executed by each Architect's Consultant performing work or furnishing supplies or materials for the Project, which partial waiver of lien shall be equal to the amount of all payments made by the Owner to Architect on behalf of such Architect's Consultant in all preceding invoices. In order to insure that payments are made to Architect's Consultants in the amounts identified in each invoice, Owner shall have the right, if necessary, to issue progress payments to Architect in the form of joint checks payable both to Architect and its Architect's Consultant, as appropriate. In addition, Architect hereby authorizes and consents to direct communications, at any time and in any fashion, between Owner and any Architect's Consultants on the Project, regarding the work performed on the Project and the status of payments to said persons or entities for said work.

- 9.3.4. Notwithstanding any other provision of this Agreement, Owner may withhold and deduct from any payments to Architect, provided prior notice of such withholding or deduction has been given to Architect pursuant to Section 9.3.1 above, such amounts as may be necessary in the reasonable opinion of Owner to protect Owner against loss or damage due to: (1) Architect's or Architect's Consultants' defective services or work, negligent omissions or breach of contract that are not remedied within twenty (20) days after receipt of written notice from Owner specifying the nature of such defective services or work, negligent omissions or breach of contract; and/or (2) failure of Architect to make payments to Architect's Consultants for work or services provided to the Project. Owner's payment or withholding or deduction of any amounts pursuant to this paragraph from any payments due to Architect shall not be deemed or construed as a waiver or limitation of any of Owner's rights or remedies against Architect for any errors, omissions, negligence, and/or breach of contract of Architect or Architect's Consultants in connection with work or services provided pursuant to this Agreement. Notwithstanding the foregoing, Owner shall pay to Architect amounts not in dispute.
- 9.3.5. Final payment shall not be made to Architect unless a final lien waiver is submitted by Architect to the Owner releasing and waiving all lien rights against the Project belonging to Architect resulting from or arising out of this Agreement and the services performed pursuant to this Agreement.
- 9.4. No Waiver of Remedies. Payment by the Owner to Architect of any monies pursuant to this Article 9 shall not constitute a waiver of any remedies which Owner may otherwise have against Architect for any failure of Architect to perform in accordance with this Agreement.
- 9.5. Architect and Architect's Consultants shall maintain, in a commercially acceptable format, and produce any data which Owner, its agents or consultants may reasonably request for the purpose of determining the correctness and accuracy of the charges made pursuant to this Agreement and shall afford Owner reasonable access to such books, records, receipts, vouchers, and other documents in order to verify the compensation as represented in Architect's invoices. Owner shall have the right to audit all charges made pursuant to this Agreement at any time and in its sole discretion. In regard to the foregoing and generally, Architect hereby authorizes Owner, its agents or consultants to check directly with Architect's Consultants as to the charges for labor, materials and other items appearing in Architect's invoices and to obtain waivers of lien from Architect's Consultants, if such information or items cannot be obtained through Architect. The provisions of this Section 9.5 shall survive for a period of five (5) years following completion of the Project, or termination of the Agreement.
- 9.6. Additional Compensation for Extended Performance. If Basic Services covered by this Agreement have not been completed within months after the Effective Date of this Agreement, through no fault of Architect extension of Architect's services beyond that time shall be compensated as provided in Sections 9.1.4 and 9.1.5. Notwithstanding the foregoing, the provisions of this Section 9.6 shall apply only with respect to additional costs and expenses incurred by Architect solely as the result of the delay and which arise after expiration of the aforementioned number of months. No additional compensation shall be paid for Basic Services.
- 9.7. Architect shall indemnify, defend, and hold harmless Owner and its officers, trustees and employees from and against any liens, claims and suits on liens, claims for unjust enrichment and/or quantum meruit, or any other similar claims, damages, losses or expenses, including reasonable attorneys' fees, arising out of or resulting from nonpayment by Architect or by any of Architect's Consultants at any tier. Architect's obligation shall include any claim, damages, losses or expenses arising out of any one or more employee(s) of Architect or its consultants, any material suppliers, any other person or entity in privity of contract with Architect or Architect's Consultants at any tier who perform work or services or provide materials on the Project, or any other person or entity who claims a right to payment by reason of the Architect's Services. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this clause.

ARTICLE 10 INDEMNITY

- 10.1. Nothing herein shall be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 10.

- 10.2. **General Indemnity.** For any claim other than those alleging that Architect breached the Standard of Care in performing design or other architectural services, the Architect shall indemnify, defend and hold harmless Owner, and its successors, assignees, agents, representatives, employees, officers and trustees from and against all claims, damages, liabilities, injuries, losses and expenses (including but not limited to reasonable attorneys' fees and expenses), arising out of or resulting from (a) Architect's or Architect's Consultants' negligent errors, acts or omissions or its willful misconduct; (b) breach of this Agreement; or (c) Architect's or Architect's Consultants' violation of any laws governing the Project or Architect's Services. Architect shall, at the Owner's election, diligently defend any claim or suit brought against the Owner or any assignee of the Owner based upon any such injury, death, loss or damage, and shall pay all cost and expenses (including reasonable attorneys' fees and expenses) in connection with such claim or suit, provided that the Owner or such assignee gives Architect prompt written notice of such claim or suit and provides such reasonable assistance in connection therewith as Architect may request. The Architect hereby agrees to maintain the insurance required under Article 11 and if it fails to furnish and maintain all of the insurance as provided therein, the Owner may purchase such insurance on behalf of the Architect and the Architect shall pay the cost thereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance. All costs associated with maintaining such insurance have already been included in the compensation being paid to the Architect for the Basic Services; consequently, no additional compensation shall be due the Architect with respect thereto.
- 10.3. **Professional Services Indemnity.** In any claim alleging or arising out of a breach by Architect or Architect's Consultants of the Standard of Care in performing design or other professional services, Architect shall indemnify and hold harmless Owner and its successors, assignees, agents, representatives, employees, officers and trustees from and against all claims, damages, liabilities, injuries, losses and expenses (including but not limited to attorneys' fees and expenses) arising out of or resulting from Architect's or Architect's Consultants' negligent errors, acts or omissions. Architect shall not be obligated to defend Owner or its respective affiliates, successors, assignees, agents, representatives, employees, officers, trustees, directors and faculty against claims of negligent errors, acts or omissions in Architect's or Architect's Consultants' professional services, but Architect shall fully reimburse Owner and its respective affiliates, successors, assignees, agents, representatives, employees, officers, trustees, directors and faculty for all attorneys' fees and expenses Owner and its related entities incur if any court, arbitrator, or other finder of fact determines that Architect or Architect's Consultants breached the Standard of Care in providing professional architectural services.

ARTICLE 11 INSURANCE

- 11.1. Architect shall maintain insurance underwritten by solvent insurance companies authorized to do business in Missouri, which are reasonably acceptable to Owner and have an A.M. Bests' rating of A - :X or better (or State Funds for Workers' Compensation as may be required by state law) providing coverage for the following, effective immediately upon execution of the Agreement to continue without interruption during the entire term of the Agreement plus an additional five (5) years for products and completed operations coverage following final acceptance of the Project by Owner.
- 11.2. Commercial General Liability: Architect shall maintain commercial general liability insurance covering all operations and work by or on behalf of Architect on an occurrence basis against claims for bodily injury, death, occupational sickness or disease, personal injury and property damage (including resulting loss of use). Such insurance shall be written for not less than the following minimum limits and coverage:

11.2.1. Minimum Limits:

Commercial General Liability	Projects ≤ \$5M	Projects > \$5M ≤ \$20M	Projects > \$20M
General Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$2,000,000	\$2,000,000
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
Personal/Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000

Coverage:

- a. 1986 (or later) ISO form (occurrence form) or equivalent.
- b. Products and completed operations maintained for 5 years.
- c. Broad form contractual liability.
- d. Broad form property damage.
- e. Severability of interest.
- f. Underground explosion and collapse coverage.
- g. Personal and Advertising Injury.
- h. Waiver of subrogation.
- i. Joint Venture as named insured.
- j. Additional Insured endorsement.
- k. Premises and operations.

11.3. Automobile Liability: Architect shall maintain business automobile liability insurance on an occurrence basis covering liability arising from the operation and use of any auto, including owned, hired and nonowned autos.

11.3.1. Minimum Limits:

Automobile Liability	Projects ≤ \$5M	Projects > \$5M ≤ \$20M	Projects > \$20M
General Aggregate	\$1,000,000	\$1,000,000	\$1,000,000

Coverage:

- a. Additional Insured endorsement.
- b. Waiver of subrogation.
- c. Contractual liability.
- d. Coverage for all owned, non-owned or hired motor vehicles.

11.4. Workers' Compensation: Architect shall maintain workers' compensation and employer's liability insurance complying with the statutory requirements of Missouri or the jurisdiction in which the services and Work are performed.

11.4.1. Minimum Limits:

Workers' Compensation	Projects ≤ \$5M	Projects > \$5M ≤ \$20M	Projects > \$20M
Coverage A (Workers' Compensation)	Statutory	Statutory	Statutory
Coverage B (Employer's Liability)			
Per Accident	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000
Per Disease Per Employee	\$1,000,000	\$1,000,000	\$1,000,000

Coverage:

- a. Broad form All States endorsement.
- b. Voluntary compensation.

11.5. Umbrella/Excess Liability: Architect shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying primary commercial general liability, automobile liability, and employer's liability insurance coverage described in Sections 11.2 through 11.4 which shall follow form and be no more restrictive than each and every one of the underlying policies.

11.5.1. Minimum Limits:

Umbrella Liability	Projects ≤ \$5M	Projects > \$5M ≤ \$20M	Projects > \$20M
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
General Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000	\$1,000,000

Coverage:

- a. Additional Insured endorsement.
- b. Broad form contractual liability.
- c. Products and completed operations maintained for 5 years.
- d. Drop down feature.
- e. Policy inception date concurs with underlying policies.

11.6. Professional Liability: Architect shall maintain professional liability insurance for any professional services rendered to Owner, including but not limited to design, consulting or design-build services. The policy shall be renewed and maintained for no less than 3 years after completion and acceptance by Owner of projects that are \$20 million or less and for 5 years after completion and acceptance by Owner of projects over \$20 million. The policy retroactive date shall be prior to the commencement of Architect's first services to Owner, and shall not be advanced when the policy renews. If the policy is cancelled or non-renewed, Architect shall purchase an extended reporting provision to cover claims reported for no less than 5 years after completion of the Work. The following limits are considered minimum limits and Owner reserves the right to require higher professional liability insurance limits for Projects over \$50,000,000 or based on project-specific risk.

11.6.1. Minimum Limits:

Professional Liability	Projects ≤ \$5M	Projects > \$5M ≤ \$20M	Projects > \$20M
Each Claim Made	\$1,000,000	\$2,000,000	\$3,000,000
Aggregate	\$1,000,000	\$2,000,000	\$3,000,000

Coverage:

- a. Limited contractual liability covering liability that would attach in the absence of the Agreement.
- b. Subsidiaries or joint ventures as named insured.
- c. Retroactive date prior to commencement of first service.

11.7. Architect's Pollution Liability: Architect shall maintain, if applicable, Architect's pollution liability insurance covering claims for third-party bodily injury and property damage, including clean-up costs, as a result of pollution conditions arising from Architect's operations, services and work. The policy shall be renewed and maintained for no less than 3 years after completion and acceptance by Owner of projects that are \$20 million or less and for 5 years after completion and acceptance by Owner of projects over \$20 million. The policy retroactive date shall be prior to the commencement of Architect's first services to Owner, and shall not be advanced when the policy renews. Owner shall be named as an Additional Insured on the policy.

11.7.1. Minimum Limits (Owner may require higher limits if Project involves abatement, remediation, hazardous waste management or recycling):

Pollution Liability (Required for Environmental Consultants)	Projects ≤ \$5M	Projects > \$5M ≤ \$20M	Projects > \$20M
Per Loss	\$1,000,000	\$1,000,000	\$2,000,000
Aggregate	\$1,000,000	\$1,000,000	\$2,000,000

Coverage:

- a. Pollution conditions include asbestos and lead.
- b. Retroactive date prior to commencement of first service.

- 11.8. If Architect has any self-insured retentions or deductibles under any of the minimum required coverages as set forth above, Architect must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and at the written request of Owner provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles shall be Architect's sole responsibility.
- 11.9. At Architect's sole expense, Owner and its affiliates and each of their respective officers, trustees, representatives, agents and employees shall be named as Additional Insureds on a primary basis on all liability policies with the exception of professional liability and workers' compensation for services performed under or incidental to the Agreement. The form of the Additional Insured endorsement shall be ISO CG 20 10 11 85 (Form B) or its equivalent. If the Additional Insured has other valid and collectible insurance applicable, it will be on an excess basis. The amount of Architect's insurance will not be reduced by the existence of such other coverage.
- 11.10. Architect shall require that all insurance policies in any way related to the Work and secured and maintained by Architect include clauses stating that each insurer will waive all rights of recovery, under subrogation or otherwise, against Owner and all other Additional Insureds. Architect shall require all Consultants, by appropriate written agreements, to provide similar waivers in favor of all parties enumerated in this Section 11.10.
- 11.11. All insurance provided by Architect shall be primary to any insurance or self-insurance program carried by Owner. Architect shall arrange with its insurance company to endorse its insurance policies accordingly. Any coverage offered by Owner's insurance policies shall be non-contributory and excess over Architect's insurance coverages.
- 11.12. Within ten (10) days of executing the Agreement, Architect shall provide Owner with a certificate of insurance completed by a duly authorized representative of its insurer. All insurance certificates shall clearly identify (i) the Project name and number in the description, (ii) the minimum insurance coverages required under the Agreements, (iii) the Additional Insured status of Owner on Architect's commercial general liability, automobile liability, and umbrella/excess liability insurance policies, (iv) that Architect's insurance is primary and non-contributory to Owner's insurance, and (v) that a waiver of subrogation is granted for all applicable coverages.
- 11.13. The acceptance of delivery by Owner of any certificate of insurance evidencing the required minimum coverages and limits does not constitute approval or agreement by Owner that the minimum insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the minimum requirements
- 11.14. Failure of Owner to demand such certificate or other evidence of full compliance with the insurance requirements set forth in this Section 11.14 or failure of Owner to identify a deficiency from evidence provided will not be construed as a waiver of Architect's obligation to maintain such insurance.
- 11.15. Architect shall cause each Architect's Consultant employed by Architect to purchase and maintain insurance of the types and in the amounts specified in Section 11.2 through 11.7. Architect shall require each Architect's Consultant to name Owner as an Additional Insured on their commercial general liability, automobile liability and umbrella/excess liability insurance policies. When requested by Owner, Architect shall furnish copies of certificates of insurance evidencing such coverages from each Architect's Consultant.
- 11.16. Owner shall have the right, but not the obligation, to prohibit Architect or any Architect's Consultant from entering the Site until certificates of insurance or other evidence that insurance has been placed in complete compliance with the minimum insurance requirements in this Article 11 is received and accepted by Owner.
- 11.17. In the event of a claim, dispute or reasonable evidence indicating the probable filing of a claim relating to the Services provided by Architect or Architect's Consultants and upon written requests of Owner, Architect shall provide certified copies of all insurance policies required under this Article 11 to Owner within ten (10) days of Architect's receipt of such request.
- 11.18. All policies shall be written so that Owner will be notified in writing of a cancellation, non-renewal, a material change by endorsement or of any restrictive amendment of the policies at least 30 days prior to the effective date of such cancellation, non-renewal, material change or amendment. Architect shall be responsible for replacing canceled coverage so that no gap in coverage occurs.
- 11.19. Architect shall not violate, or permit to be violated, any conditions of any of such policies, and shall at all times satisfy the requirements of the insurance companies writing such policies.

- 11.20. If any insurance policy required by this Article 11 is a claims-made policy or becomes a claims-made policy as opposed to an occurrence policy, the retroactive date must be no later than the effective date of the Agreement or commencement of the Work, whichever is earlier. In addition, any claims-made policy shall be maintained during the term of the Agreement and for at least 5 years following termination or expiration of the Agreement. If a claims-made policy is terminated for any reason and not replaced with a policy that affords coverage for prior acts including Work or services previously provided to Owner by Architect, Architect, at its sole expense, shall purchase an extended reporting provision that covers such Work and services for at least 5 years.
- 11.21. If Architect is a joint venture involving 2 or more entities, each independent entity shall satisfy the minimum limits and coverages specified in this Article 11 or the joint venture will be a named insured under each policy specified.
- 11.22. To the extent that any of the coverages specified in this Article 11 are required to remain in force after final payment, additional certificates of insurance evidencing continuation of such coverage shall be submitted to Owner at the time of renewal for the length of time specified in the Agreement.
- 11.23. By requiring insurance, Owner does not represent that coverage and limits will be adequate to protect the Architect.
- 11.24. Insurance affected or procured by Architect shall not reduce or limit Architect's contractual obligation to indemnify and defend Owner as provided in Article 10 or any other indemnity set forth in this Agreement.
- 11.25. If Architect fails to maintain the insurance as set forth in this Article 11 Owner shall have the right, but not the obligation, to purchase said insurance at Architect's expense. Architect's failure to maintain the required insurance may result in termination of the Agreement at Owner's option. The right of Architect to receive any payments under the Agreement is expressly contingent upon Architect's full compliance with all provisions of this Article 11.

ARTICLE 12 MISCELLANEOUS PROVISIONS

- 12.1. This Agreement shall be governed by the laws of the State of Missouri.
- 12.2. Capitalized terms in this Agreement not otherwise defined herein shall have the same meaning as those in the General Conditions of Contract between Owner and Contractor which are made a part of the Contract Documents.
- 12.3. Owner and Architect 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. Owner and Architect each shall require similar waivers from their contractors, consultants and agents.
- 12.4. Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Owner may assign and/or transfer its interest in this Agreement at any time without the consent of Architect to any affiliate of Owner, and/or to any partnership or joint venture in which Owner or its affiliate shall be a general partner or a venturer. The term "affiliate" shall be deemed to refer to all entities in a direct or indirect parent, subsidiary or corporate relationship to Owner.
- 12.5. This Agreement represents the entire and integrated agreement between Owner and Architect 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 Architect.
- 12.6. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Owner and Architect and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Owner or Architect, nor shall any provision give any third parties any rights of subrogation or action over or against either the Owner or Architect. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- 12.7. Unless otherwise provided in this Agreement, Architect and Architect's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to Hazardous Materials in any form at the Site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances, provided, however, Architect shall report to Owner the presence and location of any hazardous material that it may notice. Architect will be deemed to have noticed any such Hazardous Material that an architect in the exercise of due care should have noticed in the performance of the services specifically outlined in this Agreement.

- 12.8. Architect shall not, without the prior written approval of Owner, make any news release, announcement, denial, or confirmation with respect to any part of the subject matters of this Agreement. Architect may not use the name, logo, seal, mascot or other protected trade names or trademarks of Owner for any purpose without the prior written approval of owner's Vice Chancellor for Public Affairs.
- 12.9. Time is of the essence in connection with the obligations of Architect under this Agreement.
- 12.10. Notwithstanding the fact that this Agreement is executed as of the date set forth above, the parties recognize that substantial portions of Architect's Services required hereunder may have been performed prior to such date, all of which Architect's Services shall be governed by the terms and conditions of this Agreement. Architect shall not be entitled to any additional compensation for such prior Architect's Services except as expressly provided herein. Without limiting the foregoing, all of Architect's liabilities and obligations to Owner hereunder shall apply to all of Architect's Services provided by Architect for the Project prior to the date hereof, notwithstanding the fact that such services have been performed prior to the date of this Agreement pursuant to prior negotiations, representations, agreements, understandings or otherwise.
- 12.11. Services provided by Architect pursuant to this Agreement are provided solely for the benefit of the Owner and its successors and assigns.
- 12.12. The paragraph titles, headings and captions contained in this Agreement are used for convenience and reference only and are not intended and shall not in any way enlarge, define, limit or extend the rights or obligations of the parties or affect the meaning or construction of this Agreement or any provision of this Agreement.
- 12.13. In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall be not affected.
- 12.14. The duties and obligations imposed by this Agreement, and the rights and remedies available hereunder, shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 12.15. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute resolution process shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process.
- 12.16. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

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OWNER

THE WASHINGTON UNIVERSITY
On Behalf of the School of Medicine

COMPANY



Signature

Date

Signature

Date

Exhibit A

Guidelines for Allowable Reimbursable Expenses

The Guidelines for Allowable Reimbursable Expenses specific to this Agreement can be found under the Attachments tab in the PMWeb commitment record and said document is incorporated herein by this reference as if fully set forth herein.