

EXHIBIT A
BOEING SHARED SERVICES GROUP
DESIGN GENERAL PROVISIONS
Rev. 09/2016

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**BOEING SHARED SERVICES GROUP
DESIGN GENERAL PROVISIONS**

PART ONE – DEFINITIONS

As used in the Contract, the following words and expressions shall have the following meanings, except where the context clearly otherwise requires:

"Architect" means the person(s) or other organization or entity licensed to perform architectural and/or other design Services required by the Contract.

"Authority" means any federal, state, or local, government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, judicial or administrative body, having jurisdiction over the Project, Licensed Design Professional and Boeing.

"Industry Practices" means the commercial practices, standards of care, skill and diligence which are generally engaged in or observed by professionals engaged in design and construction industries with respect to projects of a similar size, type, nature, scope and complexity to the Services and which, with respect to any objective, may be expected in the exercise of reasonable judgment, to accomplish that objective in a manner consistent with all applicable laws, reliability, safety, environmental protection, economy and expediency.

"Boeing" means The Boeing Company and/or a division, subsidiary or affiliate of The Boeing Company and its successors and assigns.

"Boeing Administrator" has the meaning set forth in **Clause 3.1 (Boeing Representatives)**.

"Boeing Authorized Purchasing Representative" has the meaning set forth in **Clause 3.1 (Boeing Representatives)**.

"Change" means any substitutions in, modifications of, additions, or deletions to the Services, the Design Schedule or Contract Time, within the general scope of the Contract Documents, which may have an impact on Contract Price or Schedule. No Change is authorized until incorporated into the Contract by Change Order or Work Order Authorization Revision in accordance with **Clause 4.5 (Changes)**.

"Change Order" means an order for one or more Changes issued by Boeing pursuant to **Clause 4.5 (Changes)**, which upon execution by the Parties becomes incorporated by reference into the Contract.

"Commencement of Services" shall have the meaning set forth in **Clause 2.2.3 (Commencement of Services)**.

"Completion Date" means the date set for the completion of the delivery of the Services to be provided by the Licensed Design Professional under the Contract. There may be milestone dates of completion of various subcomponents of the Services prior to completion of the Services contracted for under the Project.

"Confidential Information" means all (i) confidential, proprietary, and/or trade secret information; (ii) designs, processes, drawings, specifications, reports; and (iii) any such information or data generated or used in connection with this Contract, which includes but is not limited to Work Product, data and other technical or proprietary information and the features of all parts, Materials, tools, gauges and patterns.

"Construction Documents" means, collectively, Contract Drawings and Technical Specifications prepared by the Licensed Design Professional for review and approval by Boeing pursuant to the terms of the Contract.

"Construction Estimated Cost" means the total estimated cost to Boeing of constructing those portions of the Project designed by the Licensed Design Professional pursuant to this Contract, but it will not include Licensed Design Professional's compensation and expenses, the cost of land, rights-of-way, financing, or compensation for, or damages to, properties, nor will it include Boeing's legal, accounting, insurance counseling or auditing services incurred in connection with the Project.

"Contract" or "Contract Documents" means, collectively, the Boeing Shared Services Group Architectural and Engineering General Provisions with attachments, the Contract Form signed by Boeing and the Licensed Design Professional, and any exhibits, supplements, and amendments to the Contract Form, including the Scope of Work and other specifications for the Work, pricing supplements, and any state or regional supplements. The phrase "the Contract" and "this Contract" refer to the "Contract" as defined herein.

"Contract Drawings" means the drawings prepared by the Licensed Design Professional, including but not limited to, the architectural, engineering and other drawings for review and approval by Boeing pursuant to the terms of the Contract. The term does not include drawings prepared by Boeing unless agreed to in writing by Boeing.

"Contract Form" means the form completed and executed by Boeing and the Licensed Design Professional that identifies the relevant Contract Documents.

"Contract Price" means the monies that Boeing agrees to pay the Licensed Design Professional for the performance of the Services as set forth in the Contract Form, Work Order Authorization[s] and/or pricing exhibit[s], subject to the additions and deductions as provided in the Contract Documents.

"Contract Time" means the time from the Commencement of the Services until the Completion Date of the Work Product.

"Days" in the context of the Contract means calendar days and is not limited to "Business Days," "Working Days," "Work Days," or other terms of like meaning unless otherwise expressly stated.

"Design Directive" means a written notice from the Boeing Authorized Purchasing Representative or the Boeing Administrator for one or more Changes pursuant to **Clause 4.5. (Changes)**.

"Engineer" means the person(s) or other organization or entity licensed to perform engineering and other design Services required by the Contract.

"Event of Default" has the meaning set forth in **Clause 4.21 (Default)**.

"Excusable Delay" means any delay in performance or failure to perform the Services arising out of causes unforeseeable at the time of execution of the Contract which are beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government; fires; floods; epidemics; quarantine restrictions; riots; insurrections, civil commotions, terrorist acts, war, and freight embargoes. Excusable Delay does not include a delay caused by a delay in performance or failure to perform by any of the Licensed Design Professional's Subconsultant(s).

"Extra Work" means furnishing Services not expressly or implicitly called for by the original Scope of Work as set forth in the Contract Documents. Extra Work is to be managed under the Contract as a "Change" pursuant to **Clause 4.5 (Changes)**.

"Hazardous Chemical" means any chemical that is a physical hazard or a health hazard as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200, or an OSHA-approved state equivalent standard.

"Hazardous Materials" are defined to include Hazardous Chemicals, Hazardous Substances, Hazardous Wastes and Regulated Wastes.

"Hazardous Substances" are defined as provided under federal law at 42 U.S.C. § 9601 [The Comprehensive Environmental Response, Compensation and Liability Act] and 40 C.F.R. § 302.3,

and as provided under any applicable state or local law. The term also includes petroleum and petroleum products, as well as any polychlorinated biphenyls.

"Hazardous Wastes" are defined as provided under federal law at 42 U.S.C. § 6903 (The Solid Waste Disposal Act, which, as amended, is also referred to as the Resource Conservation and Recovery Act), and 40 C.F.R. § 260.10, and as provided under any applicable state or local law.

"Indemnitees" has the meaning set forth in **Section 4.15.1. (Indemnification-Negligence of Licensed Design Professional or Subconsultant)**.

"Insolvency Proceedings" occur when an entity does one or more of the following: (1) dissolves (other than in connection with a merger or consolidation that is a permissible assignment under the Contract); (2) becomes insolvent or is generally unable or fails to pay its debts as they become due; (3) suffers or consents to or applies for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or makes a general assignment for the benefit of creditors; (4) files a voluntary petition in bankruptcy, or seeks to effect a plan or other arrangement with creditors or any other relief under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. ("Bankruptcy Code"), or under any state, other federal, foreign or international law granting relief to debtors, whether now or hereafter in effect; (5) an involuntary petition or proceeding pursuant to the United States Bankruptcy Code or any other applicable state, other federal, foreign or international law relating to bankruptcy, reorganization or other relief for debtors is filed or commenced against it and is not dismissed, stayed or vacated within sixty (60) days thereafter or, if earlier, it files an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition or an order for relief is entered by any court of competent jurisdiction under the Bankruptcy Code or any other applicable state, other federal, foreign or international law relating to bankruptcy, reorganization or other relief for debtors; or (6) takes any corporate action authorizing or in furtherance of any of the foregoing.

"Instruments of Service" means drawings, specifications, and other documents in any media (including electronic, print, and hard copy) prepared by Licensed Design Professional in performance of the Contract for use solely with respect to the Project.

"Key Personnel" has the meaning set forth in **Section 2.16.1 (Key Personnel)** and may include Licensed Engineers and other personnel hired by Licensed Design Professional or any Subconsultant. Key Personnel may be identified in a Work Order Authorization.

"Licensed Design Professional" means the Architect and/or Engineer which has executed this Contract for performance of Services and includes its representatives, agents, successors and permitted assigns.

"Licensed Design Professional Key Personnel" has the meaning set forth in **Clause 2.16.1 (Key Personnel)**.

"Licensed Design Professional Representative" has the meaning set forth in **Clause 2.4 (Licensed Design Professional Representative)**.

"Matter In Dispute" has the meaning set forth in **Clause 4.19 (Dispute Resolution Process)**.

"Notice of Termination" has the meaning set forth in **Clause 4.23 (Notice of Termination)**.

"Notice to Proceed" is a written directive from Boeing instructing Licensed Design Professional to begin any part or all of the Services.

"On-Site Work" means any goods provided or to be provided or services performed or to be performed by Licensed Design Professional or its employees, subconsultants or suppliers under this Contract on property owned, operated, leased, occupied, or controlled by Boeing.

"Project" means the entire project of which the Services are a part. The Project may include work to be performed by parties other than Licensed Design Professional and its Subconsultants.

"Records" has the meaning set forth in **Clause 4.12 (Audit and Records Review)**.

"Regulated Waste" means Hazardous Wastes and/or other wastes regulated for any purpose, including disposal, by any federal, state or local law, including universal waste, waste defined as hazardous and/or dangerous by any jurisdiction having authority over the site of the Project, special waste, and any other regulated waste.

"Request for Information" means a formal request by Licensed Design Professional to Boeing for clarification with respect to the Services to be performed.

"Schedule" means the schedule for the Services, submitted by the Licensed Design Professional pursuant to **Clause 2.5. (Schedule)**, and approved by Boeing, and any approved revisions thereof.

"Scope of Work" or "SOW" means the description of Services to be performed by the Licensed Design Professional in order to fulfill the Licensed Design Professional's obligations pursuant to the Contract and which is attached to this Contract as an exhibit and incorporated by reference herein. The SOW may be incorporated in a Work Order Authorization.

"Services" means the work to be performed by the Licensed Design Professional in order to fulfill the Licensed Design Professional's obligations pursuant to this Contract. The Services to be provided under the Contract includes but is not limited to the services set forth in the Scope of Work, the Work Product to be delivered by the Licensed Design Professional, as well as, any architectural, engineering and other professional consultation necessary during the preparation of the Work Product and any oversight, monitoring and consultation during any construction related to the Work Product.

"Site" or "Job Site" means the location of the Project.

"Solid Waste" means all gaseous, solid and semisolid wastes including but not limited to garbage, rubbish, ashes, industrial wastes, land clearing, demolition and construction wastes, and discarded commodities, but does not include Hazardous Waste. To the extent this term is defined or restricted by any applicable federal, state, or local law, such definition or restriction shall apply hereunder.

"Subconsultant" means any person or entity engaged by the Licensed Design Professional to perform or assist in the completion of the Services required by the Contract, and includes representatives, agents, successors and assigns of any Subconsultant.

"Sum Allotted" means the total amount available for payment under the Contract during a particular period (which may be less than the total Contract Price). If the Contract does not specify the Sum Allotted, then the Sum Allotted shall be the Contract Price.

"Technical Data" consists of but is not limited to all research and engineering data and designs, engineering and manufacturing drawings, specifications, standards, process information, manuals, technical reports, and all computer software including flow charts, listings, object codes, source codes, and related documentation, materials, or information, in any form, first produced or resulting from performance of the Services.

"Technical Specifications" means the written technical descriptions of materials, equipment, construction systems, standards and workmanship prepared by the Licensed Design Professional which must be included in the Work Product and which is reviewed and approved by Boeing pursuant to the terms of the Contract.

"Termination for Convenience" has the meaning set forth in **Clause 4.22 (Termination for Convenience)**.

"Work Order Authorization" means the agreement to perform specific Work, reflected in a Work Order Authorization Form executed by the parties. The Work Order Authorization includes the SOW, Schedule, pricing and the Licensed Design Professional's Key Personnel.

"Work Order Authorization Revision" means an order for one or more Changes issued by Boeing pursuant to **Clause 4.5 (Changes)**, which upon execution by the Parties becomes incorporated by reference into the Contract.

"Work Product" means all tangible items delivered to Boeing by Licensed Design Professional, in any media (including electronic, print and hard copy) prepared and/or provided by Licensed Design Professional pursuant to this Contract, including: Instruments of Service, maps, Contract Drawings, Construction Documents, Technical Specifications, Technical Data, "as-built" drawings, surveys, manuals, all research and computer software, flow charts, listings, object code, source code and its documentation, Project specific safety plans and any other standards, process information, manuals, technical reports and all other technical documentation and other data, in any form, first produced or resulting from performance of the Services. Unless otherwise indicated by Boeing, the Licensed Design Professional shall deliver the Work Product in both hard copy and electronic format (such as CAD disc or other electronic format designated by Boeing).

PART TWO – RESPONSIBILITIES OF LICENSED DESIGN PROFESSIONAL

2.1. Sale and Purchase of Services. Licensed Design Professional agrees to provide and Boeing agrees to purchase the Services described in the Contract Documents. Boeing agrees to pay Licensed Design Professional for the Services performed under the Contract in accordance with the Contract Documents, including the pricing exhibit. Boeing will not be liable for Services performed by the Licensed Design Professional if the Services were not authorized by Boeing.

2.2. Description of Licensed Design Professional Services.

2.2.1. General. Licensed Design Professional shall provide Boeing with the timely performance of the Services, including the architectural and/or engineering consultation, advice and design of the Project and other associated Services in full compliance with the Contract Documents including the Scope of Work so as to complete the Services by the Completion Date. All Services provided to Boeing shall be performed in full compliance with the Contract Documents.

2.2.2. Overview Description. The Services to be provided includes all deliverables to be provided to Boeing, as well as, any such consultation, advice and other work (including support and redesign work needed during the design review process with the local jurisdiction) as may reasonably be required in support of the completion of the Services, throughout the course of the Contract, including any required extensions of the Schedule. In addition, Licensed Design Professional agrees to furnish all qualified personnel, materials, tools, equipment, other necessary items and supervision required to complete the Services described in the Contract. When requested by Boeing, in a Contract or Work Order Authorization, other Services may include:

2.2.2.1. Provide Analyses, Studies and Evaluations. Providing analyses of the needs of Boeing such as planning surveys, Site and facility utilization evaluations, and comparative studies of prospective sites and solutions.

2.2.2.2 RESERVED.

2.2.2.3 Renderings, Models. Providing renderings or models for Boeing's use.

2.2.2.4. Document Revisions. Making revisions to Licensed Design Professional documents occasioned by the acceptance of substitutions proposed by Boeing, Boeing's construction Licensed Design Professional and/or other contractors to Boeing.

2.2.3. Commencement of Services. Licensed Design Professional shall commence the Service upon the date set forth in the Contract or upon receipt of a "Notice to Proceed" or Work Order Authorization issued by Boeing instructing commencement of the Work. Such Notice to Proceed may, at Boeing's option, be issued for limited activities, and if so given, Licensed Design Professional shall only proceed with those items of the Services described in the Notice to Proceed and the Scope of Work. All Services shall be in strict compliance with the Contract Documents.

2.2.4. Preparation of Designs. Unless otherwise directed by Boeing, Licensed Design Professional shall prepare, complete and submit to Boeing with Project designs in accordance with the following phases of completion: (i) Schematic Design (15% design) Phase; (ii) Preliminary

Design (30% design) Phase; (iii) Construction Document Design (90% design) Phase; and (iv) Final Documents (100% design).

2.2.5. Schematic Design Phase. Unless otherwise directed by Boeing , after receiving a Notice to Proceed from Boeing, Licensed Design Professional shall proceed with the Schematic Design (15% design) Phase.

2.2.5.1. Schematic Documents. Licensed Design Professional shall prepare, complete and submit the Schematic Documents for review and comment, approval by Boeing within the times set forth in the Design Schedule. The Schematic Documents shall:

2.2.5.1.1. Illustrate Licensed Design Professional's design ideas in terms of aesthetics, scale, use of space, and the existing conditions;

2.2.5.1.2. Establish general dimensions, elevations, and sections for the Project;

2.2.5.1.3. Propose preliminary specifications, selections, and quality of major architectural, structural, plumbing, mechanical, and electrical systems, materials, and components of the Project;

2.2.5.1.4. Contain sufficient detail and clarity to enable an ordinary licensed design professional experienced in the construction of similar Services to accurately prepare a preliminary pricing package;

2.2.5.1.5. Meet the requirements of the applicable laws; and

2.2.5.1.6. Achieve the objectives of Boeing and the Architecture Standards and Criteria, project program, and Project Budget in accordance with the Contract Documents.

2.2.5.2. Displays, Presentations and Models. At the request of Boeing, Licensed Design Professional shall prepare displays, presentations, and models to further illustrate the design ideas set forth in the Schematic Documents.

2.2.5.3. Representation. Licensed Design Professional's submission of the schematic documents, or designated portion or Phase thereof, to Boeing for review, comment, and approval shall constitute a representation to Boeing that Licensed Design Professional has reviewed, compared, coordinated, and approved the schematic documents for compliance with the requirements set forth in the Contract Documents including any comments Boeing may have made during preparation of the schematic documents.

2.2.5.4. Boeing Review. Within a reasonable time after submission of the schematic documents, or designated portion or Phase thereof, Boeing shall notify Licensed Design Professional in writing of any comments Boeing may have and whether Boeing approves, rejects, or intends to withhold approval of the schematic documents. Should the schematic documents not meet the requirements of the Contract Documents and the project budget, Boeing may:

2.2.5.4.1. Require Licensed Design Professional to revise, re-design, or value engineer the Schematic Design Documents to conform with Contract Documents and Project Budget;

2.2.5.4.2. Authorize adjustments or waive in writing the specific requirements of the design criteria and or project budget that preclude Licensed Design Professional from otherwise meeting the requirements of the Contract Documents and the project budget, and change in Contract Price (increase or decrease) or Schedule resulting from such adjustment or waiver shall be addressed in accordance with **Clause 4.5 (Changes)**; or

2.2.5.4.3. Terminate the Contract in accordance with **Clause 4.21 (Default)** or **Clause 4.22 (Termination for Convenience)**, as Boeing determines in its sole discretion.

2.2.6. Preliminary Design (30% Design). Unless otherwise directed by Boeing, upon the written approval by Boeing of the schematic documents, or any designated portion or phase thereof, Licensed Design Professional shall proceed with the preliminary design (30% design) phase.

2.2.6.1. Preliminary Design Documents. Licensed Design Professional shall Prepare, complete, and submit the applicable Preliminary Design Documents for the review, comment, and concurrence by Boeing within the times set forth in the Design Schedule. The Preliminary Documents shall:

2.2.6.1.1. Develop, clarify, and refine the design ideas in the approved Schematic Documents;

2.2.6.1.2. Support and be consistent with the phasing plan;

2.2.6.1.3. Establish scope, selection, specifications, scale, relationship, form, appearance, size, type, quality, and character of the architectural, structural, plumbing, mechanical, and electrical systems, materials, and components of the Project in accordance with the Contract Documents;

2.2.6.1.4. Meet all requirements of the Applicable Laws; and

2.2.6.1.5. Achieve the objectives of Boeing as outlined in the design criteria and project budget.

2.2.6.2. Survey of "As-Is" Conditions. During the preliminary design phase, Licensed Design Professional shall use applicable site drawings (as available) to prepare a detailed survey of all existing fixed and mobile equipment, mechanical, electrical, plumbing, and fire alarm systems in any existing facilities and underground utilities on the Site to the extent affected by the planned scope of Services. Licensed Design Professional shall show such equipment and systems on the Drawings, along with notes defining responsibility, disposition, location, and timing to either remove, replace, relocate, or preserve each item of equipment. Licensed Design Professional should exercise reasonable care to verify actual existing conditions with the Boeing Construction Administrator, without sole reliance on existing drawings. Licensed Design Professional shall not be required to inspect concealed or subsurface conditions, unless directed or authorized by Boeing.

2.2.6.3. Representation. Licensed Design Professional's submission of the preliminary design documents, or designated portion or Phase thereof, to Boeing shall constitute a representation to Boeing that Licensed Design Professional has carefully reviewed, compared, coordinated, and approved the preliminary design documents for compliance with the requirements set forth in the Contract Documents. Licensed Design Professional shall promptly notify Boeing in writing in the event that Licensed Design Professional's design will not meet the requirements of the Contract Documents and the project budget, in which event, Boeing may:

2.2.6.3.1. Require Licensed Design Professional to revise, re-design, or value engineer the preliminary design documents to conform with Contract Documents and project budget;

2.2.6.3.2. Authorize adjustments or waive in writing the specific requirements of the design criteria and or project budget that preclude Licensed Design Professional from otherwise meeting the requirements of the Contract Documents and the project budget, and change in Contract Price (increase or decrease) or Schedule resulting from such adjustment or waiver shall be addressed in accordance with **Clause 4.5 (Changes)**; or

2.2.6.3.3. Terminate the Contract in accordance with **Clause 4.21 (Default)** or **Clause 4.22 (Termination for Convenience)** as Boeing determines, in its sole discretion,

2.2.6.4. Boeing Review. Within a reasonable time after submission of the preliminary design documents, or designated portion or phase thereof, Boeing shall notify Licensed Design Professional in writing of any comments Boeing may have and whether Boeing concurs, rejects, or intends to withhold concurrence of the preliminary design documents.

2.2.7. Construction Document Design Development (90% design). Unless otherwise directed by Boeing, upon the written approval by Boeing of the preliminary design documents, or any designated portion or phase thereof, Licensed Design Professional shall proceed with the Construction Document phase (90% design).

2.2.7.1. Construction Documents. Licensed Design Professional shall prepare, complete, and submit the applicable Construction Documents for the review, comment, and approval by Boeing within the times set forth in the Design Schedule. The Construction Documents shall:

- 2.2.7.1.1. Conform to the design criteria documents;
- 2.2.7.1.2. Support and be consistent with the phasing plan, if any;
- 2.2.7.1.3. Integrate, coordinate, and define all plans, sections, details, specifications, quality, quantity, dimensions, layout, locations, assemblies, configurations, connections, and requirements of all applicable aspects of the Services;
- 2.2.7.1.4. Contain sufficient detail and clarity to accurately price, plan, and schedule the entire Services;
- 2.2.7.1.5. Meet all requirements of the Applicable Laws;
- 2.2.7.1.6. Achieve the objectives of Boeing, the design criteria and project budget, as may be adjusted only upon written authorization from Boeing; and
- 2.2.7.1.7. Result in a Project which is fit for its intended purpose if the project is installed or constructed in accordance with the Construction Documents.

2.2.7.2. Information and Telecommunication Systems. During the Construction Documents phase, if applicable, Licensed Design Professional shall coordinate the design of the information systems and telephones with the local and corporate representatives of Boeing, as applicable. All computer devices, telephones, fax machines, label printers, laser printers, and copy machines will be graphically indicated on the Construction Documents in accordance to standards as set by Boeing.

2.2.7.3. Graphics and Signage. During the Construction Documents phase, Licensed Design Professional shall review and analyze existing signage to ensure that all final graphics are functional and compatible. Boeing shall cooperate with Licensed Design Professional in carrying out Licensed Design Professional's observations under this subparagraph.

2.2.7.4. Representation. Licensed Design Professional's submission of the Construction Documents, or designated portion or Phase thereof, to Boeing shall constitute a representation to Boeing that Licensed Design Professional has carefully reviewed, compared, coordinated, and approved the Construction Documents, as a whole, to comply with all requirements set forth in the Contract Documents. Licensed Design Professional shall promptly notify Boeing in writing in the event Licensed Design Professional cannot truthfully meet the design criteria, project budget or design schedule, in which event, Boeing may:

2.2.7.4.1. Require Licensed Design Professional to revise, re-design, or value engineer the Construction Documents to conform with Contract Documents and project budget;

2.2.7.4.2. Authorize adjustments or waive in writing the specific requirements of the design criteria and or project budget that preclude Licensed Design Professional from otherwise meeting the requirements of the Contract Documents and the project budget, and change in Contract Price (increase or decrease) or Schedule resulting from such adjustment or waiver shall be addressed in accordance with **Clause 4.5 (Changes)**; or

2.2.7.4.3. Terminate the Contract in accordance with **Clause 4.21 (Default)** or **Clause 4.22 (Termination for Convenience)** as Boeing determines, in its sole discretion.

2.2.7.5. Boeing Review. Within a reasonable time after submission of the Construction Documents, or designated portion or phase thereof, Boeing shall notify Licensed Design Professional in writing of any comments Boeing may have and whether Boeing concurs, rejects, or intends to withhold concurrence of the Construction Documents.

2.2.7.6. Jurisdictional Design Review Process. Licensed Design Professional shall support and participate in all design review activities required by the applicable jurisdictions, including but not limited to, providing support as necessary of design submissions, attending jurisdictional hearings and meetings with government officials, and preparing revised Construction Documents as required by the jurisdiction.

2.2.8. Final Documents (100% Design). Licensed Design Professional shall furnish to Boeing Final Documents which reflect final design completion. The type and number of final documents required shall be as set forth in the Scope of Work. Licensed Design Professional also shall include on the final documents (and required revisions) the markings required by the applicable jurisdiction.

2.2.8.1. Assistance During Contractor Selection. When requested by Boeing, Licensed Design Professional shall assist in the contractor selection process, including but not limited to, responding to questions raised by potential contractors, and assisting in the evaluation of bid response.

2.2.8.2. Assistance During Construction. Licensed Design Professional shall provide assistance as needed to respond to requests for clarification and other information of the contract or during construction.

2.2.8.3. Boeing Vendor Coordination. Licensed Design Professional shall review vendor drawings, layouts, and engineered system drawings made available by Boeing to coordinate such documents with the Construction Documents.

2.2.8.4. Record Drawings. At the direction of Boeing, Licensed Design Professional shall provide a set of final record drawings which incorporates "as-built", redlines, specification and written comments provided by the contractor and any other information necessary to ensure the record drawings are complete and accurate.

2.2.9. Project Budget Estimated Costs. Subject to **Section 2.12.8 (Opinions of Construction Estimated Cost)** Licensed Design Professional shall use best efforts to ensure that the construction costs for the Project as designed by Licensed Design Professional will be within the budget limits established by Boeing for the Project. When requested by Boeing, the Licensed Design Professional shall provide a detailed Construction Cost Estimate for the Project as designed by the Licensed Design Professional.

2.3. Independent Contractor. Licensed Design Professional is an independent contractor for all purposes. In no event shall the Licensed Design Professional or its agents, representatives, or employees be deemed to be agents, representatives, or employees of Boeing. Licensed Design Professional shall maintain complete control over Licensed Design Professional's employees and any Subconsultants, and their respective employees. Licensed Design Professional shall pay its employees and shall ensure that every Subconsultant pays its employees all wages, salaries, and other amounts due to such employees. Licensed Design Professional shall perform the Services in accordance with its own means and methods and in compliance with the requirements of the Contract Documents. Nothing contained in the Contract or any Subconsultant contract awarded by Licensed Design Professional shall create any contractual relationship between any Subconsultant and Boeing, except as otherwise expressly provided for herein. If Licensed Design Professional comprises more than one legal entity, each such entity shall be jointly and severally liable under the Contract.

2.4. Licensed Design Professional Representative. Before commencing any of the Services, the Licensed Design Professional shall designate a competent, authorized representative ("Licensed Design Professional's Representative") acceptable to Boeing to represent and act for Licensed Design Professional and shall notify Boeing of the name and address of such representative. Such notice shall clearly specify in writing all limitations of the Licensed Design Professional's Representative's authority in representing and acting for Licensed Design Professional. Subject to any such limitation, all notices, determinations, instructions and other communications given to the Licensed Design Professional's Representative by Boeing shall be binding upon Licensed Design Professional. Licensed Design Professional shall notify Boeing in writing before any change in the designated Licensed Design Professional's Representative or imposition of any limitation on Licensed Design Professional Representative's authority. Licensed Design Professional shall coordinate with the Boeing Authorized Purchasing Representative to ensure that Design Directives and any other Changes in Contract, including the value or scope, will be coordinated with the Boeing Authorized Purchasing Representative and the Contract will be formally amended as necessary.

2.5. Schedule.

2.5.1. Adherence to Schedule. Licensed Design Professional shall complete all Services as required to meet the Contract Time and any milestone dates set forth in the Contract Documents including Change Orders. Licensed Design Professional shall perform the Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but in any event, shall deliver the Work Product no later than the Completion Date (including each review date, if any) for the Work Product as set forth in the Contract. The Design Schedule shall include allowances for Boeing's review and approval of submissions by Authorities. Time limits established by the Design Schedule as approved by Boeing shall not be exceeded by Licensed Design Professional, except for Excusable Delays. Timely completion of any of the Services required under the Contract is critical as "time is of the essence" and a material failure to perform in a timely manner shall constitute a material breach of this Contract. Licensed Design Professional acknowledges that Boeing will suffer adverse financial and other consequences if the Services are not completed within the time period established by Boeing.

2.5.2. Schedule for Sequencing the Services. In the event that the Services are to be separately sequenced or sequenced in phases, Boeing and Licensed Design Professional shall develop a schedule for performance of the Services in order to sequence and coordinate properly the Services with the services to be provided by other Boeing designers, contractors and suppliers under separate contracts. This schedule is to be prepared whether or not the services to be provided by other Boeing designers, contractors and suppliers are to proceed concurrently with the Services under this Contract.

2.5.3. RESERVED.

2.6. Status and Reporting.

2.6.1. Pre-Design Meeting. At the option of Boeing and with no adjustment to the Contract Price, a pre-design meeting may be held before the Services are begun. If held, the Licensed Design Professional will be required to have the Licensed Design Professional's key personnel present and the key personnel from its major Subconsultants. All present shall be prepared to discuss design-specific issues such as the Schedule, Site conditions, budget, progress reporting and other requirements and issues of importance that may be identified.

2.6.2. Progress Reports. Unless otherwise directed by Boeing, during the performance of the Services, Licensed Design Professional shall submit to the Boeing Administrator periodic progress reports as directed by the Boeing Administrator. The progress reports shall include all of the following elements that are applicable to the Services:

2.6.2.1. A copy of the Schedule in the format required by Boeing revised to reflect current progress;

2.6.2.2. Cost reports showing incurred costs and revised estimates of costs to complete the performance of the Services in comparison to the budget;

2.6.2.3. Earned value reports comparing the amount of Services completed and the amount of Services billed.

2.6.2.4. RESERVED.

2.6.2.5. RESERVED.

2.6.2.6. RESERVED.

2.6.2.7. RESERVED.

2.6.2.8. RESERVED.

2.6.3. Boeing Review Meetings. Unless otherwise directed by Boeing, Licensed Design Professional shall schedule regular review meetings, as needed, with the Boeing Administrator to be attended by all of the Licensed Design Professional's key personnel and relevant

Subconsultant's staff as required. Unless otherwise noted the following topics shall be discussed as applicable:

- (i) Design Schedule;
- (ii) Design Directive, Change Order or Work Order Authorization Revision log and Licensed Design Professional's review of meetings with Subconsultants;
- (iii) Permitting status and issues;
- (iv) Request for Information Log;
- (v) Any other pertinent information as requested by the Boeing Administrator.

2.6.4. Performance Evaluations. Unless otherwise directed by Boeing, during the performance of the Services, performance may be measured periodically to verify that the established Project requirements are being met. Procedures and metrics will be developed with the Boeing Administrator at the time Services commences.

2.7. RESERVED.

2.8. Licensed Design Professional Submittals. Licensed Design Professional shall submit to Boeing preliminary drawings, sample materials, equipment and other documents and items required by the Contract Documents. Licensed Design Professional submittals shall be in the formats (i.e., paper or electronic media or both) as requested by Boeing. Neither review by Boeing of such data, samples, and drawings nor permission from Boeing to proceed shall constitute acceptance of design details, calculations, analyses, test methods, certificates, or Materials developed or selected by Licensed Design Professional or construction or installation procedures or otherwise relieve Licensed Design Professional of its responsibility to fully comply with the Contract Documents.

2.9. Deliverables at Services Completion. Upon completion of the Services, Licensed Design Professional shall provide Boeing with all data, drawings, documents and deliverables required by the Contract Documents. Licensed Design Professional agrees to provide Boeing all deliverables in the formats (i.e., paper, electronic media or both) requested by Boeing.

2.10. Compliance with Laws and Regulations.

2.10.1. Compliance. At all times, Licensed Design Professional shall comply and shall ensure that all Subconsultants and their agents and employees comply with all applicable laws, rules, regulations, ordinances, and governmental orders, including those pertaining to United States Export Controls.

2.10.2. Change in Laws. If there is a change in the laws, rules, regulations, or governmental orders applicable to the Contract or the Services, unforeseeable by Licensed Design Professional at the time of Contract execution, which affects the Contract Price or the Contract Time, Licensed Design Professional shall immediately notify Boeing and submit detailed documentation of the effect. In the event of any such change, an equitable adjustment, if necessary, in the Contract Price or Contract Time, or both, may be made. Any such change to the Contract shall be handled in accordance with **Clause 4.5 (Changes)**.

2.10.3 Government or other Customer Clauses. The clauses below are incorporated by reference, as if fully set forth herein, from the Federal Acquisition Regulation ("FAR") and the Defense Federal Acquisition Regulation Supplement ("DFARS") and apply to the extent indicated therein. Except as may be otherwise stated, "Contractor," "Offeror" or any equivalent terms means Seller, "Government," "Contracting Officer" or any equivalent terms means Buyer, and all references to a "Disputes" clause shall mean the "Disputes" clause of this Contract. The effective version of each clause listed below shall be the latest version published on the date this Contract is issued. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/content/regulations>.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment is incorporated by reference. Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

2.10.3. Anti-Slavery and Anti-Human Trafficking. Licensed Design Professional commits that any material violation of law by Licensed Design Professional relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Licensed Design Professional's performance under this Contract/ Agreement may be considered a material breach of this Contract/Agreement for which Boeing may elect to cancel any open Orders between Boeing and the Licensed Design Professional, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of Boeing for an Event of Default under this Contract/Agreement.

2.10.4. FAA Regulations. Without in any way limiting the requirements of Paragraph 2.10 Compliance with Laws and Regulations of the Boeing SSG Construction General Provisions, Licensed Design Professional shall comply with the following additional rules and regulations as applicable.

(1) FAA:

Due to the proximity of the construction Project to airports, a height restriction on equipment (including cranes) and materials to be used by the Licensed Design Professional as well as, other additional requirements apply to the Work. The Licensed Design Professional must obtain and read the following FAA Regulations set forth in Title 14 of the U.S. Code of Federal Regulations:

77.11 Scope

77.13 Construction or Alteration Requiring Notice

77.15 Construction or Alteration Not Requiring Notice

77.17 Form and Time of Notice

77.19 Acknowledgment of Notice

Prior to commencing any Work (including bringing any cranes to the job site) within FAA-regulated proximity to airport property, the Licensed Design Professional shall coordinate FAA permit and other FAA requirements with the Boeing construction administrator. Unless otherwise directed in writing by the Boeing construction administrator, Licensed Design Professional remains solely responsible for compliance with all FAA requirements applicable to the Work, including: (1) obtaining FAA Form 7460-1, Notice of Construction or Alteration from the Boeing construction administrator; (2) submitting the completed form to the applicable Airport FAA Tower Office, and obtaining a signed "Determination of No Hazard To Air Navigation" (Determination) from the FAA; and (3) submitting a copy of the completed form and FAA signed Determination to the Boeing construction administrator.

(2) Local Rules

Licensed Design Professional shall comply with any applicable airport restrictions established by the local airport as well as any applicable restrictions established by Boeing.

2.11. Compliance, Errors and Discrepancies.

2.11.1. Compliance with Requirements, Standards and Codes. Licensed Design Professional shall perform the Services in accordance with Industry Practices, Boeing standards (including AutoCAD or other computer standards identified by Boeing), the requirements and codes set forth in the Contract Documents and with applicable law or regulation. The foregoing shall apply whether or not Boeing has provided detailed drawings for any Work Product and Services to which any such standards, requirements or codes are applicable. The edition or revision of any requirements, standard or code referred to in the Contract Documents shall be the current edition or revision on the effective date of the Contract Documents, unless otherwise expressly indicated.

2.11.2. Discrepancies and Inconsistencies.

2.11.2.1. With Applicable Law. If Licensed Design Professional becomes aware of any discrepancy or inconsistency between the Contract and any law, rule, regulation, or governmental order applicable to the Contract or the Services, Licensed Design Professional shall immediately notify Boeing in writing. The Contract may be amended, if necessary, to eliminate any such discrepancy or inconsistency including an equitable adjustment (increase or decrease) in the Contract Price or Contract Time, if applicable. Any such change to the Contract shall be handled in accordance with **Clause 4.5 (Changes)**.

2.11.2.2. Discovery of Other Conflicts, Errors, Omission and Discrepancies. In case of any conflicts, errors or omissions in, or conflict or discrepancies between the various Contract Documents, the matter shall be submitted immediately in writing by Licensed Design Professional to Boeing for clarification. Any Services affected by any such error, omission, conflict or discrepancy, **which** is performed by Licensed Design Professional after its discovery and prior to written clarification by Boeing, shall be at Licensed Design Professional's risk and, if not acceptable to Boeing, at Licensed Design Professional's expense. If clarification of the Contracts Documents is needed, any such change to the Contract shall be handled in accordance with **Clause 4.5 (Changes)**. Nonetheless, Licensed Design Professional acknowledges that the SOW may contain omissions, conflicts, or ambiguities and agrees to obtain written clarification and direction (as needed) from Boeing immediately upon discovery of the issue Licensed Design Professional is responsible for providing (without increase in the Contract Price or Completion Date) the Services and other work that is reasonably inferable from the drawings and reasonably necessary to produce the completed deliverables indicated by the SOW.

2.11.3. Acceptance of Services. Acceptance of Services will not relieve the Licensed Design Professional or its representatives of the responsibility to perform in a skillful and workmanlike manner nor in any manner affect the Licensed Design Professional's obligations as specified by this Contract.

2.12. Licensed Design Professional Qualifications and Performance.

2.12.1. License. At the time of performance, Licensed Design Professional shall be properly licensed, equipped, organized and financed to perform the Services. Licensed Design Professional shall submit to Boeing, on request, proof of appropriate licensing and, if required, proof of financial compliance with any such licensing.

2.12.2. Experience and Qualifications. Each person or entity who performs the Services shall be experienced and qualified to perform the Services he or she performs, and Licensed Design Professional agrees that Boeing shall be entitled to rely, without further inquiry, upon any assistance, guidance, direction, advice or other services provided by any such person or entity. If requested by Boeing, Licensed Design Professional shall remove from the performance of the Services, without cost to Boeing or delay to the Project, any person Boeing reasonably deems objectionable.

2.12.3. Standard of Care. Licensed Design Professional shall perform the Services that are no less than with the standard of care, skill and diligence applicable to Licensed Design Professional's

industry and to a professional person or firm in the performance of services similar to the Services performed under the same circumstances and conditions.

2.12.4. RESERVED.

2.12.5 Compliance. The Services shall be in accordance with the requirements, standards and codes set forth in the Contract Documents and applicable law or regulation. Boeing acknowledges that Licensed Design Professional may not be able to control the interpretation of applicable laws by governmental bodies, agencies, authorities, courts or other authorities having authority over the project. Licensed Design Professional shall not be responsible for interpretations inconsistent with prior interpretations of the authority having jurisdiction except to the extent Licensed Design Professional fails to meet the standard of care set forth in the Contract Documents.

2.12.6. Examination of Contract Documents and Site. The Licensed Design Professional acknowledges that it has satisfied itself as to the character, quality and quantity of Services to be performed, and all other requirements of this Contract, as well as the conditions that will be encountered at the Site or will otherwise affect the cost or difficulty of performing the Services.

2.12.7. Gratuities. Licensed Design Professional warrants that neither it nor any of its employees, agents, or representatives have offered or given or will offer or give any gratuities to Boeing employees, agents, or representatives for the purpose of securing this Contract or any other Contract with Boeing or of securing favorable treatment under this Contract or any other Contract with Boeing.

2.12.8. Opinions of Construction Estimated Costs. Notwithstanding anything to the contrary herein, Licensed Design Professional's opinions of the construction estimated cost shall be made on the basis of the Licensed Design Professional's experience and qualifications and represent the Licensed Design Professional's judgment as an experienced and qualified professional Licensed Design Professional, familiar with the construction industry in the locality where the Project is located. The Licensed Design Professional cannot and does not guarantee that actual total Project costs will not reasonably vary from the opinions of probable construction cost estimate prepared by Licensed Design Professional.

2.12.9. RESERVED.

2.12.10. RESERVED.

2.12.11. RESERVED.

2.12.12. Relationship of Trust. Licensed Design Professional accepts the relationship of trust and confidence established between Licensed Design Professional and Boeing by this Contract.

2.12.13. Further the Interests of Boeing. Licensed Design Professional shall cooperate with Boeing in furthering the interests of Boeing and will ensure that its employees, agents, and Subconsultants shall do the same.

2.12.14. Furnish Professional Skill and Judgment. Licensed Design Professional shall furnish skill and judgment and will cooperate with the Project team in furthering the interests of Boeing and will ensure that its Subconsultants do the same.

2.12.15. Furnish Adequate Work Force. Licensed Design Professional shall furnish efficient business administration and supervision and use its best efforts to furnish at all times an adequate number of design professionals; as necessary to perform the Services.

2.12.16. Perform Services in the Best Interest of Boeing. Licensed Design Professional shall perform and ensure that its Subconsultants perform the Services an expeditious and economical manner consistent with the interests of Boeing.

2.12.17. Complete Services in Accordance with Authorities. Licensed Design Professional shall complete the Services in accordance with the requirements of all permits, licenses or certifications Authorities having jurisdiction.

2.12.18. Complete Services within Schedule and Under Budget. Licensed Design Professional shall complete the Services by the Completion Date and for an amount equal to or less than the Contract Price.

2.12.19. Other Remedies. The representations, requirements and remedies contained in **Clause 2.12 (Licensed Design Professional Representations)** shall be in addition to any other specific or general warranties or remedies contained elsewhere in the Contract, at law or in equity, or in any other agreement for Services on the Project. Furthermore, if Licensed Design Professional obtains warranties from any Subconsultant that are more favorable than the warranties contained in the Contract, Licensed Design Professional shall enforce the warranties for the benefit of Boeing to the full extent possible under the terms of the warranties, provide Boeing notice of the warranties, and upon written request by Boeing assign the warranties to Boeing.

2.12.20. RESERVED.

2.13. RESERVED.

2.14. RESERVED.

2.15. RESERVED.

2.16. Labor and Personnel.

2.16.1. Key Personnel. Licensed Design Professional shall furnish and shall ensure that its Subconsultants furnish, all personnel necessary for the expeditious and satisfactory performance of the Services, including, when required by Boeing, project management staff on Site capable of supporting and managing the Services (hereinafter referred to as "Key Personnel"). The Key Personnel on Licensed Design Professional's project management staff shall be provided to Boeing in writing and shall include the Licensed Design Professional's Representative; project manager(s) and project engineers including a safety representative and quality assurance program manager. As required by Services to be provided Key Personnel shall be specifically dedicated to the Services. Licensed Design Professional shall not change any Key Personnel without the prior written approval of the Boeing Authorized Purchasing Representative, which approval shall not be unreasonably withheld; provided that in considering any such replacement, Boeing may take into account the replacement's education, experience, references, character, and other general qualifications for the position.

2.16.2. Other Requirements. Project management staff shall be shown on an organization chart that shall be kept current and on Site throughout the term of the Contract. Licensed Design Professional shall employ, and shall ensure that all Subconsultants employ, only personnel to perform the Services who are competent, well-qualified, experienced, and skilled. Licensed Design Professional's and Subconsultants' supervisory personnel must be able to speak, read, and write in English. If requested by Boeing, Licensed Design Professional shall remove from the Site, at no cost to Boeing and with no permitted delay in the Services, any personnel of Licensed Design Professional, or any Subconsultant or Supplier, including any project management staff, that Boeing determines in an exercise of its discretion, to be incompetent, dishonest, uncooperative, or otherwise unsatisfactory. Licensed Design Professional is responsible for maintaining labor relations in such a manner that there is harmony among workers.

2.16.3. RESERVED.

2.16.4. RESERVED.

2.16.5. RESERVED.

2.17. Cooperation and Coordination. Licensed Design Professional shall work cooperatively with Boeing and other Boeing designers, contractors and suppliers in connection with all work to be completed for the Project.

2.18. Subconsultants.

2.18.1. Hiring of Subconsultant(s). With the prior written approval of Boeing, Licensed Design Professional may hire Subconsultants qualified by training and experience in their respective fields to address the specific requirements of the Project. Upon request by Boeing, Licensed Design Professional shall furnish Boeing with a copy of Licensed Design Professional's contracts with its Subconsultants. Subconsultant contracts shall be consistent with the terms of this Contract.

2.18.2. No Contractual Relation. Nothing in this **Clause 2.18 (Subconsultants)** shall create any contractual relations between any Subconsultant and Boeing or create any obligation on the part of Boeing to pay or to see the payment of any sums to any Subconsultant.

2.18.3. Performance Responsibility. The hiring of any Subconsultant to perform any of the Services shall not relieve Licensed Design Professional from its responsibility for the performance of the Services in accordance with the terms of this Contract nor from its responsibility for the performance of any of its other obligations under this Contract, including but not limited to Licensed Design Professional's responsibility for completing the Work Product within the Completion Date.

2.18.4. RESERVED.

2.18.5. RESERVED.

2.18.6. RESERVED.

2.18.7. RESERVED.

2.18.8. RESERVED.

2.19. Confidentiality.

2.19.1. Protection of Confidentiality of Information. Licensed Design Professional shall, and ensure that its Subconsultant shall, keep as confidential and protect from unauthorized use and disclosure all Confidential Information related to performance of this Contract. Licensed Design Professional shall use, and ensure that the Subconsultant shall use, such information and items and the features thereof only in the performance of the Services.

The provisions of this Article 2.19.1. shall not apply to information within any one of the following categories or any combination thereof: (1) Information which was in the public domain prior to Licensed Design Professional's receipt thereof from Boeing or which subsequently becomes part of the public domain by publication or otherwise except by Licensed Design Professional's wrongful act; (2) Information which Licensed Design Professional can show was in its possession prior to Licensed Design Professional's receipt thereof from Boeing; (3) Information received by Licensed Design Professional from a third party having no obligation of non-disclosure with respect thereto; or (4) Information disclosed by Licensed Design Professional in response to a subpoena or court order duly issued in a judicial or legislative process, provided that Licensed Design Professional notified Boeing of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given.

2.19.2. Disclosure. In the event Licensed Design Professional or its Subconsultant is ordered by a court or governmental agency with competent jurisdiction to disclose any of the above documents or information, Licensed Design Professional shall immediately notify the Boeing Administrator before Licensed Design Professional or its Subconsultant complies with such order so that Boeing has the opportunity to contest such order. Licensed Design Professional shall also ensure that any of its employees or any of Subconsultants' employees who no longer participate in the Services or leave the employ of Licensed Design Professional or Subconsultant maintain the confidentiality of all Confidential Information related to this Contract.

2.19.3. Return of Information. Unless otherwise provided herein or authorized by the Boeing Administrator in writing, Licensed Design Professional shall return and ensure that Subconsultant returns all Confidential Information to Boeing or make such other disposition as may be directed or approved by the Boeing Administrator.

2.19.4. Proprietary Information. Neither entering into this Contract nor disclosure of Confidential Information will affect any transfer of title in Confidential Information, or, except as otherwise specifically indicated in this Contract, create any right or license under any inventions, patents or other information of either party.

2.19.5. Controlling Provision. This Contract supersedes and replaces any prior contracts between the parties concerning the exchange of Confidential Information. As of the date of this Contract, the parties' rights and obligations with respect to all Confidential Information exchanged prior to such date shall be governed by the terms of this Contract and not by any prior contract under which such information may have been originally exchanged.

2.19.6. Reproduction and Use Rights. Boeing shall have the right to duplicate, use and disclose to any third parties in any manner and for any purpose any information regarding any Services provided by Licensed Design Professional or its Sublicensed Design Professionals or Suppliers. Boeing also shall have the right to authorize others to use all data, writings, recordings, pictures, drawings and other information and items produced or delivered to Boeing or Services done under this Contract and there shall be no additional compensation for any of the uses described in this Section. Additionally, if a patented process is provided under a Work Order Authorization used by Licensed Design Professional, Boeing shall have the right to continue such process until the Work Order Authorization is completed, at no additional cost to Boeing.

2.20. Data Security and Notice of Security Breach. To the extent that Boeing Confidential Information will reside on Licensed Design Professional's (or its Subconsultant's or Supplier's) information technology systems, Licensed Design Professional is responsible for any unauthorized use, access or disclosure of any Boeing Confidential Information entrusted to Licensed Design Professional. Licensed Design Professional shall implement and maintain appropriate administrative, physical and technical safeguards that prevent any unauthorized access to, use or disclosure of Boeing Confidential Information. In the event that Licensed Design Professional discovers or is notified of a security breach or potential security breach of the Boeing Confidential Information which resides on Licensed Design Professional's (or its parent's or Subconsultant's or Supplier's) information technology systems, Licensed Design Professional shall immediately notify Boeing of such security breach or potential security breach. For purposes of this Contract, a "security breach" includes the unauthorized use or other access to, interception of or acquisition of any Boeing Confidential Information that resides on Licensed Design Professional's (or its Subconsultant's or Supplier's) information technology systems in which the security, confidentiality or integrity of the Boeing Confidential Information is compromised. Licensed Design Professional shall include this requirement in any Subcontracts in which Boeing Confidential Information will be shared electronically.

2.21. Publications and Photographs. Licensed Design Professional shall not, and shall ensure that its Subconsultant shall not, use the name "Boeing" or the Boeing logo in any news release, including photographs and films, advertisement, public announcement, or other form of publicity, or disclose any terms of this Contract to any third party, or deny or confirm same or any part of the subject matter of this Contract or any of Services, without securing prior written approval from Boeing.

2.22. Work Product, Infringement Indemnification.

2.22.1. Copyrights. All Work Product produced by or for Boeing under this Contract shall to the greatest extent possible be considered a "work made for hire" as that term is defined in 17 U.S.C §101 of the US Copyright Act, and Boeing shall be deemed the author thereof and all copyrights therein shall immediately vest in Boeing upon creation, whether or not the Project is completed. In the event any work or any portion thereof does not fall within the definition of a "work made for hire"

as set forth 17 U.S.C §101, the Licensed Design Professional hereby unconditionally and irrevocably assigns, transfers, and sets over to Boeing and its lawful successors and assigns, the entire right, title and interest in and to the works, including the Instruments of Service and Work Product and all of the rights of the Licensed Design Professional as the owner of the claims to copyright therein throughout the world, together with all causes of action and the right to register the same in the name of Boeing; the works and the copyrights therein to be held and enjoyed by Boeing as the assignee for the use and benefit of itself and its successors and assigns as fully and entirely as the same would have been held and enjoyed by the assignor, had this assignment, sale and transfer not been made. The Licensed Design Professional further waives any and all moral rights the Licensed Design Professional may have therein.

2.22.2. Instruments of Service. Boeing grants to Licensed Design Professional a nonexclusive, nontransferable, nonsublicensable, perpetual, royalty-free license to reuse Instruments of Service with respect to future projects, so long as, Licensed Design Professional does not reuse all or substantially all of the Instruments of Service on any other single project. Boeing may use or reuse all Instruments of Service (including all associated intellectual property rights) in whole, in part or in modified form in connection with this contract or otherwise as Boeing shall determine in its sole discretion, without further service from, or additional compensation to, Licensed Design Professional or any of Licensed Design Professional's employees, agents or Subconsultants. Licensed Design Professional does not represent or warrant the documents are suitable for reuse by Boeing or others on extensions of the Project.

2.22.3. Inventions. All inventions, discoveries, and improvements, whether or not patentable, conceived or first actually reduced to practice by the Licensed Design Professional, Licensed Design Professional's employees, any Subconsultant or Subconsultant's employees, or either alone or with others, in the course of or as a result of performance of the Services shall be the sole and exclusive property of Boeing. Licensed Design Professional shall disclose or cause its employees and Subconsultants to disclose all such inventions, discoveries, and improvements to Boeing promptly and in written detail. Upon request and at the expense of Boeing, the Licensed Design Professional shall assist or cause its employees and Subconsultants to assist Boeing in order to: (a) make applications for letters patent in the United States and any foreign country specified by Boeing; (b) assign all such applications and any letters patent granted thereon to Boeing or its designee forthwith and without charge; or (c) from time to time execute all instruments as may be reasonably required to protect the rights of Boeing and its designee and vest in Boeing or its designee all such inventions, discoveries, improvements, applications, and letters patent.

2.22.4. Technical Data and Computer Software. All technical data including all research, architectural, engineering data and designs, architectural, engineering and manufacturing drawings, specifications, standards, process information, manuals, technical reports, and all computer software, including flow charts, listings, object code, source code, and related documentation, materials or information, in any form, first produced or resulting from performance of the Services shall be the sole and exclusive property of Boeing and may be used, duplicated, or disclosed by Boeing or third parties authorized by Boeing in any manner and for any purposes whatsoever. The Licensed Design Professional shall preserve all such technical data and computer software in confidence, and shall not use, duplicate, or disclose any such technical data or computer software for any purpose, other than for the performance of the Services or any other contract with Boeing, without the prior express written permission of Boeing. The Licensed Design Professional shall also cause all Subconsultants to be governed by and comply with all the requirements of this provision.

2.22.5. Assignment of Intellectual Property Rights. The Licensed Design Professional hereby assigns and shall assign, and hereby agrees to cause all Subconsultants to assign, to Boeing the patents, trade secrets and copyrights subsisting in any intellectual property, including inventions, technical data, trade secrets, copyrights and computer software which are Boeing's property under this **Clause 2.22 (Work Product, Infringement Indemnification)** together with all of the exclusive rights under such patents, trade secrets and copyrights subsisting the intellectual property. As

evidence of such assignment, the Licensed Design Professional shall, upon Boeing's request, execute or cause a Subconsultant to execute, as appropriate, an assignment agreement, in a form approved by Boeing, with respect to any inventions, technical data or computer software which is Boeing's property under this **Clause 2.22 (Work Product, Infringement Indemnification)**. Boeing shall have the right to hold and register such patents and copyrights in its own name, and may direct the Licensed Design Professional to add appropriate notices to any copies made by the Licensed Design Professional or any Subconsultant. The Licensed Design Professional further grants to Boeing an irrevocable special power of attorney for the limited purposes of perfecting the assignments granted under this Contract by executing such instruments as are reasonably necessary therefore, including but not limited to recordable assignment documents, copyright registration applications, UCC security interest recordings, and the like.

2.22.6. Pre-Existing Works. Within thirty (30) days of date of execution of this Contract, Boeing and the Licensed Design Professional shall identify all Services to be delivered to Boeing under this Contract as pre-existing works or non pre-existing works. Licensed Design Professional shall be required to demonstrate to Boeing that any services or related works designated as pre-existing works had been developed and reduced to a tangible form prior to Licensed Design Professional's performance of this Contract. To the extent any pre-existing works of the Licensed Design Professional or any Subconsultant are contained in any of the Services or Work Product in the nature of inventions, technical data, or computer software which are the property of Boeing under this **Clause 2.22 (Work Product Infringement Indemnification)**, Licensed Design Professional hereby grants and shall grant, and hereby agrees to cause such Subconsultant to grant, to Boeing an irrevocable, non-exclusive, perpetual, royalty-free license to practice any of the exclusive rights under the intellectual property, including the patents, trade secrets and copyrights subsisting in such materials the right to use, copy, modify, distribute, and make derivative works of the source code, for the internal purposes only of Boeing, and the right to sublicense all of the foregoing rights to any party providing design, fabrication, installation and/or construction on the Project. The Licensed Design Professional shall provide to Boeing the source code for all pre-existing works in the nature of computer software, along with all related flow charts, listings and documentation concurrently with delivery of the object code for such software.

2.22.7. Grant of License for Technical Data Not Owned by Boeing and Not a Pre-Existing Work. With respect to any technical data, as "technical data" is described in under this **Clause 2.22 (Work Product, Infringement Indemnification)** that Boeing does not own pursuant to this Clause and that is not a "pre-existing work" herein, Licensed Design Professional hereby grants Boeing, and shall cause any Subconsultant to grant Boeing, the same license rights as are granted for pre-existing works under this Clause.

2.22.8. Infringement Indemnification. The Licensed Design Professional shall, at its sole expense, defend Boeing, its directors, officers, agents, employees, successors, assigns, subsidiaries and its customers against or settle all actions, claims, liabilities and proceedings based upon actual or alleged infringement of any patent, trademark, or copyright by all or any portion of the Services or the Instruments of Service, including and the Licensed Design Professional shall hold Boeing harmless from any resulting losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), provided Licensed Design Professional is provided with notice of such claims and proceedings with reasonable promptness and given an opportunity, at Licensed Design Professional's expense, to defend or settle such actions, claims, liabilities and proceedings. Licensed Design Professional's obligations under **Clause 2.22 (Work Product, Infringement Indemnification)** shall not apply to any infringement arising from a modification by Boeing of the Services to the extent such modification caused such infringement.

2.22.9. Marking. At all times throughout the period of this Contract and any other agreements between the Parties relating to the Project, Licensed Design Professional shall conspicuously mark and identify all Instruments of Service prepared by Licensed Design Professional (and its Licensed Design Professional's Subconsultants) pursuant to this Contract as the property of Boeing and shall use the designation of "BOEING PROPRIETARY" or other marking as indicated by Boeing on such

instruments of service. Licensed Design Professional shall not mark or identify in any way the instruments of service or any other deliverable as the confidential or proprietary information or property of Licensed Design Professional.

2.22.10. Title to Property. Title to all property furnished by Boeing is and shall remain in Boeing. Title to all property purchased by Licensed Design Professional (or its Subconsultants) which is to be incorporated into the Services and consumable supplies, which are purchased primarily for Licensed Design Professional's (or its Subconsultant's) use in the performance of the Services, shall pass to Boeing immediately upon their acquisition by Licensed Design Professional (or its Subconsultants) and prior to any use by Licensed Design Professional (or its Subconsultant). Such passage of title shall not constitute acceptance by Boeing of the materials or of the Services into which they are incorporated. To constitute a Reimbursable Expense, all costs for consumable supplies must be shown as a separate line item on Licensed Design Professional's invoice.

2.23. Access to Boeing Property.

2.23.1. Compliance with Boeing Rules. Licensed Design Professional shall comply with and enforce, and shall ensure that all Subconsultants comply with and enforce, all rules regarding access to the Site, including Site condition requirements and job work rules provided from time to time by Boeing, smoking regulations, Site safety and security regulations, emergency plans and procedures, in-plant speed limits and traffic regulations, and all other rules and regulations established by Boeing for access to and activities in and around premises controlled by Boeing as amended from time to time by Boeing. Compliance with **Paragraph 2.23.1 (Compliance with Boeing Rules)** shall not relieve Licensed Design Professional of its responsibility for the performance of the Services and of complying with all requirements of the Contract Documents and applicable law.

2.23.2. Site Security Requirements. When working on Boeing property subject to Boeing badging requirements, Licensed Design Professional shall obtain a pass (or suitable badge) for each person (whether an employee of Licensed Design Professional or any Subconsultant) who is to work in any restricted area, and any person to whom the Site security officer will not issue a pass or whose pass is canceled will not be permitted to work in any such area. Licensed Design Professional may obtain such passes by submitting the required information to Boeing, or the Site security officer, reasonably in advance of the time passes are needed. Compliance with **Paragraph 2.23.2. (Site Security Requirements)** shall not relieve Licensed Design Professional of its responsibility for the performance of the Services, of complying with all requirements of the Contract Documents, and of any applicable safety obligations.

2.23.3. RESERVED.

2.23.4. Export Control. The following provision shall apply whenever Boeing determines that some or all of the Site or access area to the Site may be subject to restrictions imposed by export control laws.

2.23.4.1. Before commencing any Services or accessing any restricted areas, the Licensed Design Professional shall confer with the Boeing Administrator for identification of restricted areas and export control compliance instructions for area access.

2.23.4.2. Licensed Design Professional will be required to provide information concerning citizenship or immigrant status of Licensed Design Professional's personnel or Licensed Design Professional's Subconsultant personnel entering export-controlled premises of Boeing. Licensed Design Professional agrees to furnish this information before commencement of Services and at any time thereafter before substituting or adding new personnel to work on Boeing's export-controlled premises. Information submitted by Licensed Design Professional will be certified by an authorized representative of Licensed Design Professional as being true and correct.

2.23.4.3. Except as provided below, only U.S. citizens or individuals otherwise qualifying as "US Persons" under applicable export control laws may perform Services in export-controlled areas covered by this Agreement. A "US Person" is any person who is in one of the following categories:

(1) citizens or nationals of the United States, (2) Permanent Resident Aliens ("green-card" holders), or (3) "Protected Persons" as granted asylum or temporary residence as defined in the INS (Immigration and Naturalization Service) Regulations. There may be certain instances where U.S. Citizenship is a requirement of this Agreement. To the extent the Licensed Design Professional chooses to use individuals who are not U.S. citizens or individuals otherwise qualifying as U.S. Persons under applicable export control laws, the Licensed Design Professional will be responsible for obtaining all export licenses required for each such individual to perform the Services to which he or she is assigned.

2.23.4.4. Without limiting the foregoing, Licensed Design Professional shall comply with the laws and regulations of the United States and its departments and agencies relating to the export of technical data. Licensed Design Professional acknowledges that it has the responsibility to obtain any licenses to export, re-export or import Products or technical data necessary for the Licensed Design Professional to perform and Boeing to receive and use the Services before their initial delivery to Boeing. Licensed Design Professional warrants that (i) neither it nor its senior officers and officials have been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, PL 94-329, 90 Stat 729 (June 30, 1976) and (ii) the Licensed Design Professional is not ineligible to contract with, or to receive an export license or other approval from any agency of the U.S. Government. Boeing and the Licensed Design Professional will not knowingly export or re-export any computer system, part, technical data or sub-elements under this Agreement, directly or indirectly, to any destinations prohibited by the U.S. Government. The term "technical data" in this context, means such data as is defined as technical data by applicable U.S. export regulations.

2.24. RESERVED.

2.25. RESERVED.

2.26. RESERVED.

2.27. Safety and Environmental Protection.

2.27.1. General. For each of the subsections of **Section 2.27** (currently 2.27.1, 2.27.2, 2.27.3, and each of the paragraphs in those subsections), the provisions shall apply unless otherwise directed by Boeing.

2.27.1.1. Licensed Design Professional's Sole Responsibility for Safety and Environmental Protection. Licensed Design Professional shall at all times be solely responsible for all aspects of safety and environmental protection in connection with the Services, including initiating, maintaining, and supervising all safety and environmental precautions and programs. Such responsibility for safety includes the obligations set forth in **Clause 2.27.2 (Safety)**. Such responsibility for environmental protection includes the obligations set forth in **Clause 2.27.3 (Environmental Protection)**. Licensed Design Professional shall at all times perform the Services, or ensure that its Subconsultants and Suppliers perform the Services, in a manner to avoid the risk of bodily injury to persons or risk of damage to property or the environment. Licensed Design Professional shall promptly take all precautions that are necessary and adequate against any conditions that involve such risks. Licensed Design Professional shall cooperate and coordinate with Boeing and other contractors and their Subconsultants as necessary regarding safety and environmental protection matters.

2.27.1.2. No Boeing Responsibility for Licensed Design Professional's Safety or Environmental Performance. Boeing shall have no responsibility for the safety or environmental performance of Licensed Design Professional or its Subconsultants or Suppliers, or any aspect of the safety or environmental protection in connection with the Services, including all safety and environmental precautions and programs of the Licensed Design Professional.

2.27.1.3. Service Provider Manual Requirement.

2.27.1.3.1. Licensed Design Professional shall comply, and shall ensure that all of its Subconsultants and Suppliers on site comply with requirements as set forth in the Contract Documents as well as Attachment A, Service Provider Manual (Boeing Manual). Requirements set forth in the Boeing Manual are not intended to be all inclusive. The absence of a specific requirement in Attachment A does not relieve the Licensed Design Professional from its obligations under this Contract (including but not limited to compliance with applicable law) nor prohibit Boeing from giving additional direction when warranted by the Services. Site-specific requirements added to section 6.0 of the Boeing Manual shall be coordinated with the Boeing Administrator and shall be hereby incorporated by reference into the Contract. Site-specific requirements shall not relieve Licensed Design Professional, its Subconsultants, or its Suppliers from the obligation to comply with applicable law. By providing requirements, Boeing assumes no control or responsibility whatsoever for any aspect of the Services which shall remain solely with Licensed Design Professional.

2.27.1.3.2. Licensed Design Professional shall supplement and shall ensure that its Subconsultants and Suppliers supplement any such requirements in their safety and environmental plans as necessary and appropriate to ensure safety and environmental protection. Where any applicable law is more protective than the Boeing Manual such law shall be followed.

2.27.1.4. Observations. Boeing personnel may, but are not required to, visit at any time to observe the Licensed Design Professional's performance under the Contract Documents. Any such visits or observations will neither relieve Licensed Design Professional of its sole responsibility for all aspects of safety and environmental protection in connection with the Services, nor create or constitute actual control or the right to control such safety or environmental performance by Boeing. Neither observations or visits by Boeing, nor any actions or inactions during or as a result of such visits or observations shall give rise to a duty, responsibility, or liability of Boeing to the Licensed Design Professional, any Subconsultant, Supplier, or their respective agents or employees.

2.27.2. Safety.

2.27.2.1. Safety Programs and Plans. Although Licensed Design Professional has sole responsibility for safety in connection with the Services, Boeing has responsibility for the safety of its own employees. Accordingly, before beginning the Services, Licensed Design Professional shall develop and submit for review by Boeing written project-specific safety plans in detail commensurate with the nature of the Services. Such plans shall describe anticipated hazards and control methods the Licensed Design Professional will employ as adequate safeguards for all employees performing the Services, work area invitees, Boeing's agents and employees, and the public. An appropriate health or safety professional should prepare such plans. Licensed Design Professional's project-specific safety plans shall be made readily available at the work area. Licensed Design Professional shall follow its project-specific safety plans and ensure that all its Subconsultants and Suppliers on Site follow the Licensed Design Professional's project-specific safety plans. Review of such plans by Boeing shall not:

2.27.2.1.1. Relieve in any manner Licensed Design Professional of its sole responsibility for safety;

2.27.2.1.2. Be construed as limiting in any manner Licensed Design Professional's obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions at the work area;

2.27.2.1.3. Indicate Boeing's control over the manner in which Licensed Design Professional performs its Services or supervises its employees.

2.27.2.2. Safety Representative. Licensed Design Professional shall appoint a competent safety representative with full authority to coordinate, implement, and enforce Licensed Design Professional's project-specific safety plans and shall authorize such representative to devote whatever time is necessary to properly perform such duties. The safety representative shall attend

all Project safety meetings and participate fully in all activities outlined in Licensed Design Professional's project-specific safety plans.

2.27.2.3. RESERVED.

2.27.2.4. Accident Reports. Accidents and incidents occurring on property owned, leased or controlled by Boeing that involve property damage or employee time away from work or medical treatment (not including first aid cases) or incidents that require an ambulance, security, or fire department response must be reported to the designated Boeing Administrator immediately and followed up in writing within eight (8) hours or by the end of the shift, whichever is sooner, of the accident or incident. Licensed Design Professional shall maintain accurate accident and injury reports and shall furnish to Boeing a copy of any accident report prepared pursuant to any applicable law. Licensed Design Professional shall also furnish to Boeing, in a form acceptable to Boeing, a monthly summary of injuries and hours worked each month.

2.27.2.5. Payment for Emergency Services. When any employee of Licensed Design Professional or any Subconsultant or Supplier on site, who is engaged in any activity related to the Services, requires the services of an ambulance, physician, hospital, or other provider, Licensed Design Professional shall pay or arrange for such Subconsultant or Supplier, to pay all charges for any such services directly to the provider of such services.

2.27.2.6. Emergency Notification. All emergency telephone numbers shall be provided to the Boeing representative and shall be readily accessible at the work area.

2.27.2.7. Excavation Below 12 inches. The Licensed Design Professional shall use applicable site drawings to identify all underground utilities in the excavation area. After all known utility lines have been identified, Licensed Design Professional shall then use underground testing equipment to accurately locate all utilities in the excavation area. The Licensed Design Professional shall use a locator that complies with the Professional Competence Standard for Locating Technicians (National Underground Locating Contractors Association). The Licensed Design Professional shall ensure that all identified utility lines are marked and labeled in compliance with the American Public Works Association standards. The Licensed Design Professional shall notify Boeing of utilities not shown on existing site drawings. Once the utilities are properly marked in the excavation area, the Licensed Design Professional may begin the excavation work. Appropriate mechanical means may be used except that hand tools and hand dig methods must be used when digging within 24 inches of any utility.

2.27.2.8. Lockout/Tag out. In addition to the requirements set forth in the Boeing Service Provider Manual, Licensed Design Professional shall have a written lockout/tag out plan, if needed.

2.27.3. Environmental Protection.

2.27.3.1. Energy Conservation. To the greatest extent feasible, with consideration for cost, Licensed Design Professional shall emphasize the use of energy-conserving products and methods.

2.27.3.2. Known Work Area Hazardous Materials. Before Services are commenced, Licensed Design Professional shall obtain from Boeing information regarding the existence of any known asbestos, petroleum, polychlorinated biphenyl (PCB), or other Hazardous Materials at the Site that may present a risk to Licensed Design Professional's employees or others in the work area.

2.27.3.3. Disturbance of Asbestos. Licensed Design Professional shall instruct each of its employees to be alert for asbestos in the area where it is performing work, including insulation, pipe lagging and exterior building sheathing. Work activities that would result in disturbing asbestos-containing materials or otherwise result in asbestos-contaminated particles becoming airborne shall not be performed by the Licensed Design Professional. If, in the course of the Services at the Site, Licensed Design Professional encounters any suspect material (materials of the type and age that could contain asbestos and have not been determined to asbestos-free),

Licensed Design Professional shall immediately suspend the Services in the area affected and immediately report the condition to Boeing in writing. The Services in the affected area shall not be resumed except by written agreement of the Boeing Administrator and Licensed Design Professional. It is contemplated by the parties that if asbestos abatement in the area is necessary, Boeing will contract with the appropriate abatement contractor to perform that work.

2.27.3.4. Asbestos Use Prohibited. Boeing policy is to eliminate the use of asbestos-containing materials. Licensed Design Professional shall not specify the use of any asbestos-containing material without the prior written permission of the Boeing Administrator. If requested by Boeing Licensed Design Professional shall provide written verification certifying no material containing asbestos has been used or installed as part of the Services or a statement identifying specifically where asbestos-containing material has been used, if Boeing approves such use.

2.27.3.5. Other Hazardous Materials. If, in the course of the Services at the Site, Licensed Design Professional encounters materials reasonably believed to be petroleum, PCBs, lead or chromated paint or other Hazardous Materials which were not previously disclosed by Boeing and which could present a risk to Licensed Design Professional's employees or others in the area affected or which may result in a release to the environment, Licensed Design Professional shall immediately suspend the Services in the area affected and immediately report the condition to Boeing, in writing. The Services in the affected area shall not be resumed except by written agreement of the Boeing Administrator and Licensed Design Professional. It is contemplated by the parties that if remediation of the area is necessary, Boeing will contract with the appropriate remediation contractor to perform any necessary remediation.

2.27.3.6. RESERVED.

2.27.3.7. RESERVED.

2.27.3.8. RESERVED.

2.27.3.9. Emergency Response and Reporting of Spills or Releases.

2.27.3.9.1. If Licensed Design Professional or its Subconsultants or Suppliers expect to bring, use, produce, encounter or handle any Hazardous Materials on Site, Licensed Design Professional shall notify Boeing Administrator and shall obtain from Boeing Administrator information regarding the applicable plans and procedures for emergency response to spills or releases of Hazardous Materials. Licensed Design Professional and its Subconsultants and Suppliers shall undertake immediate response to incidental releases to contain the spill or release where the substance can be absorbed, neutralized, or otherwise controlled to prevent spreading, but only to the extent such response can be undertaken without posing a physical danger to the responding personnel or others nearby.

2.27.3.9.2. When the Licensed Design Professional, Subconsultants, or Suppliers discovers a spill or release, the Licensed Design Professional, Subconsultant, or Supplier shall immediately notify the Boeing emergency response personnel identified in the Boeing emergency response plans and procedures and the Boeing Administrator. Unless the duty to make notification of any such spills or releases to a government agency is imposed by law directly on the Licensed Design Professional or a Subconsultant or a supplier, the Boeing Administrator shall notify the governmental agency. Licensed Design Professional and its Subconsultants and Suppliers shall cooperate fully with the Boeing Administrator in ensuring timely and complete notification and response. If Licensed Design Professional, Subconsultant or Supplier is itself required by law to make notification of a spill or release, then the Licensed Design Professional, Subconsultant or Supplier undertaking such notification shall immediately inform the Boeing Administrator in detail regarding such notification.

2.27.3.10. Nuisance and Polluting Activity Prohibited. Polluting, dumping, or discharging of any harmful, noxious, or regulated materials (such as concrete truck washout, vehicle and equipment maintenance fluids, residue from saw cutting operations, or Hazardous Materials) into the building drains, streams, waterways, or holding ponds or to the ground surface is prohibited. Further, Licensed Design Professional shall conduct its activities in such fashion to avoid creating

any nuisance conditions, including suppression of noise and dust, control of erosion, and implementation of other measures as necessary to minimize the off-site effects of the Services.

2.27.3.11. RESERVED.

2.27.3.12. RESERVED.

2.27.3.13. RESERVED.

2.27.3.14. RESERVED.

2.27.3.15. Environmental Indemnification. Contractor shall indemnify and hold harmless The Boeing Company, its subsidiaries, affiliates, and their directors, officers, employees, and agents from and against:

2.27.3.15.1. all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, fines, penalties, forfeitures and damages, of any kind and nature whatsoever (hereinafter "Claims"),

2.27.3.15.2. any expenses incurred in connection with the investigation or monitoring of environmental conditions,

2.27.3.15.3. any clean up costs or other expenses incurred in connection with any cleanup, containment, remedial, removal, or restoration work, to the extent necessary under applicable law, and

2.27.3.15.4. expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification, to the extent in connection with the performance of On-Site Work, such Claims, costs, expenses, or fees arise out of an act or omission by Contractor or any of its subcontractors or suppliers that (1) results in the release, or threatened release into the environment, of any pollutants or contaminants, Hazardous Material, Hazardous Substances, Hazardous Chemicals, Toxic Chemical, Wastes (as those terms are defined herein and/or under any applicable law), or (2) constitutes a violation of Environmental Laws. In no event shall Contractor's obligations hereunder be limited to the extent of any insurance available to or provided by Contractor or any subcontractor or supplier thereof.

If any part of this paragraph **2.27.3.15.** is or becomes void or unenforceable by law in any jurisdiction, the remainder shall be valid and enforceable and shall be liberally construed in order to effectuate the purpose and intent of this paragraph **2.27.3.15.** and the invalidity or unenforceability of any part of this paragraph **2.27.3.15.** in any jurisdiction shall not affect the validity or enforceability of this provision in any other jurisdiction. If any part of this paragraph **2.27.3.15.** is held to be void or unenforceable, such part shall be reformed only to the extent necessary to make it enforceable.

2.27.3.16.

2.28. Existing Underground Utilities and Digging. The Licensed Design Professional shall use blueprints, general knowledge, as-built drawings, and any other applicable means to identify all Utility lines.

2.29. RESERVED.

2.30. RESERVED.

2.31. RESERVED.

2.32. RESERVED.

2.33. RESERVED.

2.34. RESERVED.

2.35. RESERVED.

2.36. RESERVED.

- 2.37. **RESERVED.**
- 2.38. **RESERVED.**
- 2.39. **RESERVED.**
- 2.40. **RESERVED.**

PART III – RESPONSIBILITIES OF BOEING

3.1. Boeing Representatives. Boeing shall designate and notify the Licensed Design Professional of the Boeing Authorized Purchasing Representative and the Boeing Administrator who shall act on behalf of Boeing. The Boeing Authorized Purchasing Representative will administer the Contract for Boeing and is solely responsible for issuing any formal change to the Contract that would result in an increase or decrease in the Scope of Work, price, Schedule and/or Completion Date or that would otherwise change any provision of the Contract. The Boeing Administrator shall be the Boeing On-Site representative responsible for monitoring the progress of the Services and for coordinating as necessary with the Licensed Design Professional's Representative with respect to the Services. Boeing shall notify the Licensed Design Professional with any change in the designated Boeing Authorized Purchasing Representative or Boeing Administrator.

3.2. Licensed Design Professional Assistance. Assist the Licensed Design Professional by placing at Licensed Design Professional's disposal reasonably available information pertinent to the Project, including previous reports and other data relative to design or construction of the Project as such as the following:

- 3.2.1. Any data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
- 3.2.2. Appropriate professional interpretations of all of the foregoing;
- 3.2.3. Any environmental assessments and impact statements;
- 3.2.4. Property, boundary, easement, right-of-way, topographic and utility surveys;
- 3.2.5. Property descriptions;
- 3.2.6. Zoning, deed and other land use restrictions; and
- 3.2.7. As-Built drawings for any construction that occurred in the area of the Project as available.

3.3. Criteria and Information. Provide the criteria and other relevant information as to Boeing's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Boeing will require to be included in the Construction Documents.

3.4. Examination of Documents. Within a reasonable time, Boeing shall:

- 3.4.1. Examine all requests for information, studies, reports, sketches, drawings, specifications, proposals and other documents presented by Licensed Design Professional;
- 3.4.2. Obtain advice of an attorney, insurance counselor and other consultants as Boeing deems appropriate for such examination; and
- 3.4.3. Render in writing decisions pertaining to such documents.

3.5. Consents and Permits. Unless otherwise requested of the Licensed Design Professional in the Scope of Work or other Contract Documents, Boeing or its contractor shall furnish any consents and permits, as required, from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Services. Notwithstanding the foregoing, Licensed Design Professional shall be responsible for ensuring that the Construction Documents satisfy all design criteria and changes required by the local jurisdiction, including but not limited to the requirements set forth in **Section 2.2.7.6 (Jurisdictional Design Review Process).**

3.6. Notice of New Development. Boeing shall give prompt written notice to Licensed Design Professional whenever Boeing observes or otherwise becomes aware of any material development that affects the scope or timing of Licensed Design Professional's Services.

PART IV – GENERAL

4.1. General Representations.

4.1.1. General Representations of the Parties. Each party represents, warrants and covenants, in each case with respect to itself, that:

4.1.1.1. It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct business in the state or states and countries in which this Contract is to be performed;

4.1.1.2. It has all regulatory approvals necessary to enter into this Contract and to perform its obligations under this Contract;

4.1.1.3. The execution, delivery, and performance of this Contract are within its powers, have been duly authorized by all necessary action, and do not violate any terms and conditions in its governing documents, any contracts to which it is a party, or any applicable law;

4.1.1.4. This Contract constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;

4.1.1.5. There are no Insolvency Proceedings pending or being contemplated by it or, to its knowledge, threatened against it;

4.1.1.6. There is not pending (or, to its knowledge, threatened) against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Contract;

4.1.1.7. No Event of Default or event that, with the giving of notice or lapse of time or both, would constitute an Event of Default by it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Contract; and

4.1.1.8. It is acting for its own account, has made its own independent decision to enter into this Contract based on its own judgment, is not relying on the advice or recommendations of the other party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract.

4.1.2. RESERVED.

4.2. RESERVED.

4.3. RESERVED.

4.4. Extra Work. If Boeing requires additional work not covered by the original Scope of Work and existing Change Orders or Work Order Authorization Revisions, Boeing may do the additional

work itself or by the employment of others or it may direct Licensed Design Professional to do the additional work as "Extra Work," in which case a Change Order or Work Order Authorization Revision will be issued to reflect such Extra Work and the Licensed Design Professional will be paid for the Extra Work as provided in **Clause 4.5 (Changes)**.

4.5. Changes.

4.5.1. Right to Change. Boeing may make unilateral Changes to the Services, at any time, without invalidating this Contract and without notice to any sureties. All such Changes shall become a part of the Services, shall be memorialized in writing as approved Change Orders or Work Order Authorization Revisions pursuant to applicable provisions of the Contract Documents, and the Contract Price may be adjusted accordingly, if applicable.

4.5.2. Design Directives. Written notice of a Change directed by Boeing shall be issued by the Boeing Administrator in the form of a Design Directive to Licensed Design Professional. All Design Directives shall be acknowledged by Licensed Design Professional within seven (7) calendar days of receipt signing and returning the executed Design Directive to Boeing. Within fourteen (14) calendar days of receipt of a Design Directive, Licensed Design Professional shall provide Boeing a description of the requirements of such Design Directive and a detailed estimate of the effect of such Design Directive on the Contract Price and on the Contract Time (or in any schedule that is included in or prepared under the terms of this Contract). Licensed Design Professional shall commence the Services directed by a Design Directive so that any effects on any schedule which is part of this Contract are minimized. Failure to commence Services required under a Design Directive in a timely fashion shall constitute a default to which the provisions of **Clause 4.21 (Default)** shall apply.

4.5.3. Change Orders or Work Order Authorization Revisions. After receipt of such description and estimate from Licensed Design Professional, Boeing may at its discretion accept, cancel or modify the Design Directive. Boeing will issue a written Change Order or Work Order Authorization Revision for each finalized Design Directive and such Change Order or Work Order Authorization Revision shall be signed by both parties. Any Changes in the Contract Price agreed to by the parties resulting from Changes in the Services shall be deemed to fully compensate Licensed Design Professional for the Change in the Services and Licensed Design Professional expressly waives any right to make a later claim for increased costs. All Change Orders or Work Order Authorization Revisions agreed to by the Parties shall be signed by the Boeing Authorized Purchasing Representative and Licensed Design Professional's Representative. All agreed-to Changes will be incorporated into the Schedule within seven (7) days of execution of the Change Order or Work Order Authorization Revision by the Parties.

4.5.4. RESERVED.

4.5.5. Claims. In the event that Licensed Design Professional believes that a Change Order or Work Order Authorization Revision issued by Boeing will impact the Contract Price or Contract Time, Licensed Design Professional shall submit a claim for an equitable adjustment in writing to the Boeing Authorized Purchasing Representative. Any claim by the Licensed Design Professional must be submitted for determination within fourteen (14) days of the issuance of the Change Order or Work Order Authorization Revision. Boeing shall respond to such claims in a reasonable time. No claim by the Licensed Design Professional for a Contract adjustment will be allowed for any increase in the cost of or the time required for the performance of any part of the Services resulting from, arising out of, or related to failure or refusal of the Licensed Design Professional to comply with the terms, covenants, and provisions of the Contract. All determinations, instructions, and clarifications in response to such claims by Boeing shall be final, unless Licensed Design Professional files a written protest with Boeing within fourteen (14) days after Licensed Design Professional's receipt of written determination by Boeing. Any such protest shall state clearly and in detail the basis thereof. Boeing will issue a final decision on each such protest. Pending final resolution of a claim, except as otherwise agreed in writing or in the Contract, the Licensed Design Professional shall proceed diligently with performance of the Contract and maintain the Contract

Time, and Boeing shall continue to make payments in accordance with the Contract. Licensed Design Professional's failure to protest any determination by Boeing within fourteen (14) days after receipt shall constitute a waiver by Licensed Design Professional of all of its rights to further protest, judicial or otherwise, with respect thereto. All time periods set forth in **Clause 4.5 (Changes)** are intended to ensure prompt and efficient identification of Changes in the Services and claims relating thereto and to avoid misunderstandings between Boeing and Licensed Design Professional. Licensed Design Professional agrees that failure to comply with the time requirements in **Clause 4.5 (Changes)** is deemed prejudicial to Boeing.

4.5.6. Licensed Design Professional's Notice of Potential Change. If Licensed Design Professional: (a) receives a request from a Boeing employee or other person (not the Boeing Administrator) regarding the Services (whether by direction, instruction or request from any employee or any architect, the Licensed Design Professional or other agent of Boeing and whether oral or written), which Boeing has not denominated a Design Directive, but which Licensed Design Professional believes is a Change; or (b) experiences a situation which it considers to have a material impact on the Services, Contract Price, Contract Time, Design Schedule or performance of the Project constituting a potential Change, the Licensed Design Professional will notify Boeing of such potential Change, prior to commencing performance, but no later than within three (3) calendar days after receipt of such order, or before final payment under this Contract, whichever is earlier. Such notice will include the date, circumstances and source of such potential Change. After review, Boeing will issue a Design Directive and Change Order or Work Order Authorization Revision if Boeing, in its sole discretion, determines such action is appropriate. Any Services performed by Licensed Design Professional which were not at the direction of or approved by the Boeing Administrator or Boeing Authorized Purchasing Representative (as required by the Contract Documents) shall be at Licensed Design Professional's risk and, if not acceptable to Boeing, at Licensed Design Professional's expense.

4.5.7. No Authority. In no event shall Licensed Design Professional be authorized on behalf of Boeing to enter into any agreements or undertakings, to execute any Design Directive, Change Order, Work Order Authorization Revision or other document, to authorize any payments or accept or approve any documents, work, services, goods or materials which result in a change in the payments to be made to the Licensed Design Professional hereunder or in the terms of this Contract without prior written approval by Boeing. Any Changes to the Contract shall be handled in accordance with **Clause 4.5 (Changes)**.

4.5.8. No Other Modifications. Requests made to Licensed Design Professional for Services or modifications of the Services or Changes, in any form, other than as provided in this Contract, are not to be accepted by Licensed Design Professional, but shall be immediately reported to the Boeing Administrator. Any modification or Change to authorized Services shall not be binding on Boeing unless agreed to in writing by the Boeing Authorized Purchasing Representative and the modification or Change is made as provided in **Clause 4.5 (Changes)**.

4.6. Billing and Payment.

4.6.1. Licensed Design Professional's Payment Request. Licensed Design Professional shall submit its request for any payment for the Services as follows:

4.6.1.1. Invoice and Supporting Documentation. Once each month, Licensed Design Professional shall submit one (1) copy of a proper invoice in such form and reasonable detail as Boeing may require. The invoice shall provide a cost breakdown correlated to the budget Breakdown and shall be accompanied by any evidence supporting such invoice, including with respect to reimbursable items of cost, itemized statements of cost, vouchers, invoices approved for payment, and any other original documentation as may be requested by Boeing. The invoice must be accompanied by an updated budget breakdown where appropriate.

4.6.1.1.1. Documentation. Documentation shall include a list identifying all Subconsultants, the value of the contract, previous amount(s) paid, and current outstanding invoice amounts. Documentation also shall include executed partial or complete (as applicable) lien releases or lien

waivers or other documentation from Licensed Design Professional regarding the Services performed by Subconsultant(s) previously paid by Boeing to Licensed Design Professional for such Services. Such lien releases or waivers shall be on such forms as required by Boeing (which forms shall be consistent with applicable law) and shall cover all Services completed to the date of the invoice for which Boeing has previously made payment. Boeing shall not be required to process a subsequent invoice until Licensed Design Professional has provided Boeing with the proof of partial and complete (as applicable) lien release or waiver from Licensed Design Professional or Subconsultants for any Services previously paid for by Boeing. The following statement signed by an authorized representative of Licensed Design Professional shall be included on all original invoices: "I certify that, to the best of my knowledge, the above invoice is correct and just and that payment thereof has not been previously received in total or for any portion thereof."

4.6.1.1.2. Discharge of Claims. Licensed Design Professional shall promptly satisfy or discharge any claim or lien arising from or related to the performance of the Services or provision of the Services by Licensed Design Professional or any Subconsultant which is filed against Licensed Design Professional, against Boeing or any of its affiliates or subsidiaries, or against any property of Boeing or any of its affiliates or subsidiaries provided the Licensed design Professional has received payments for such Services. If any such claim or lien is not promptly satisfied or discharged by the Licensed Design Professional after receipt of notice from Boeing to do so, Boeing may take action needed to satisfy or discharge such claim or lien and the Licensed Design Professional shall be responsible for all costs incurred in connection with such satisfaction or discharge, regardless of when such claim or lien arose or whether any such claim imposed a lien upon any property of Boeing or any of its affiliates or subsidiaries. The amount of such costs shall be deducted from any monies due to Licensed Design Professional or, if the amount of any monies due Licensed Design Professional under the Contract is insufficient to meet such costs, or if any such claim or lien is satisfied or discharged by Boeing after final payment is made, Licensed Design Professional shall promptly pay Boeing the amount of such costs.

4.6.1.1.3. Electronic Invoices. If Licensed Design Professional also is submitting invoices electronically, such invoices shall not be entered into the electronic system until the copy of the invoice and all applicable documentation has been received by the appropriate Boeing representative who will be identified at the time of Contract award if it is to be someone other than the Boeing Administrator.

4.6.1.2. Net 90 Days. Except as otherwise provided in the Contract, Boeing shall make payment to Licensed Design Professional within ninety (90) days after receipt of a complete and correct invoice with supporting documentation. Any invoices paid by Boeing where payment is associated with Services of a Subconsultant shall be paid by Licensed Design Professional no later than seven (7) days after Licensed Design Professional's receipt of payment from Boeing.

4.6.1.3. Payments made on Actual Costs. At any time or times before final payment under the Contract where Licensed Design Professional has been reimbursed based on actual costs incurred, Boeing may audit Licensed Design Professional's invoices and supporting statements of costs, including those of any Subconsultant. Each payment theretofore made shall be subject to reduction for any amounts included in an audited invoice that do not constitute reimbursable costs. Any subsequent payment to Licensed Design Professional may be reduced for overpayments or increased for underpayments on preceding invoices. Boeing will notify Licensed Design Professional before making any reductions due to overpayments on prior invoices.

4.6.2. Limitation of Boeing Obligation – Sum Allotted. Unless otherwise agreed to by the parties in writing and unless otherwise required by law, in no event shall the obligation of Boeing to the Licensed Design Professional exceed the Sum Allotted under the Contract. Should no amount be specifically established in the Contract Documents for the Sum Allotted, the Sum Allotted shall be the Contract Price.

4.6.2.1. Sum Allotted Not to Be Exceeded. Notwithstanding any other provision in the Contract Documents, Licensed Design Professional shall not and shall ensure that its Subconsultants shall

not continue performance, incur costs or obligations, or take any other action in connection with the performance of the Services that would cause the total amount that Boeing would otherwise be obligated to pay Licensed Design Professional to exceed the Sum Allotted. This strict prohibition not to exceed the Sum Allotted prohibits Licensed Design Professional from incurring any cost, either directly or indirectly through its Subconsultants, which would increase the financial liability of Boeing under the Contract beyond the Sum Allotted (including termination costs and expenses). The purpose of the Sum Allotted is to assist Boeing in budgeting for anticipated Project expenses. The Sum Allotted does not alter Licensed Design Professional's obligation to complete the Services at no more than the amount set forth as the Contract Price pursuant to a Fixed Price Contract or Guaranteed Maximum Price Contract, if applicable.

4.6.2.2. Licensed Design Professional Notice. Licensed Design Professional shall promptly notify Boeing if at any time Licensed Design Professional estimates that the total amount (including reasonable estimates of amounts not then susceptible of exact determination) that Boeing would be obligated to pay Licensed Design Professional (including the Subconsultants) if the Services were to be terminated under **Clause 4.22 (Termination for Convenience)**, might exceed eighty-five percent (85%) of the then Sum Allotted for the Services. This eighty-five percent (85%) of the Sum Allotted notification requirement is not a retainage right to withhold funds until completion but rather is merely a triggering event for notification by the Licensed Design Professional to Boeing for purposes of evaluating progress of Services and estimated costs incurred under the Contract for budget purposes, regardless of whether the Licensed Design Professional has invoiced for such Service.

4.6.2.3. Termination. Boeing may terminate or suspend Service under the Contract if at any time it reasonably appears that the total amount that the Licensed Design Professional would invoice Boeing, if Service were to be terminated at such time under **Clause 4.22 (Termination for Convenience)**, might exceed the then Sum Allotted to the Services.

4.7. Right to Offset. Except as otherwise provided in a Pricing Supplement or any other Supplement to this Contract, Boeing, without waiver or limitation of any of its rights or remedies, shall be entitled to deduct from any amounts Boeing owes Licensed Design Professional in connection with the Contract any and all amounts Licensed Design Professional owes Boeing under this Contract or any other contract project.

4.8. Withheld Payments.

4.8.1. Withholding of Payment. Boeing may withhold, in whole or in part, any amount otherwise payable under the Contract if:

4.8.1.1. Any claim arising out of or connected with the Contract is filed against Licensed Design Professional by Boeing or by any Boeing subsidiaries or affiliates or if there is a reasonable basis for filing any such claim against Licensed Design Professional;

4.8.1.2. Any claim for which Boeing is to be reimbursed or any Indemnitee is to be indemnified by Licensed Design Professional under the Contract is filed against Boeing or against any Boeing subsidiaries, affiliates, or any other Indemnitee, or if reasonable evidence indicates the probability of a filing of any such claim;

4.8.1.3. Any claim or lien related to the performance of the Services or provision by Licensed Design Professional, any Subconsultant in connection with the Services is filed against Boeing or any of its subsidiaries or affiliates, arising out of the Services and asserted against any property of Boeing or any of its subsidiaries or affiliates, or if reasonable evidence indicates the probability of a filing of any such claim;

4.8.1.4. Licensed Design Professional is in default under any Contract provision;

4.8.1.5. Boeing reasonably doubts that the Services can be completed within the Contract Time; or

4.8.1.6. Licensed Design Professional is in default of or owes Boeing any amount under any other contract between Boeing and Licensed Design Professional.

4.8.2. Payments of Withheld Payments. Boeing will pay any payments withheld pursuant to **Clause 4.8 (Withheld Payments)** if Licensed Design Professional, as appropriate:

4.8.2.1. Pays, satisfies, or discharges any claim of Boeing, any of its subsidiaries or affiliates, any Indemnitee, or any third party that was the basis of the withholding of payment and provides documentation acceptable to Boeing certifying such payment satisfaction or discharge; and/or

4.8.2.2. Cures all defaults in its performance under the Contract.

4.9. Final Payment.

4.9.1. Final Payment Application. Upon the completion of the Services, Licensed Design Professional shall submit an application for final payment (Final Payment Application). This Final Payment Application shall include the following documents:

4.9.1. 1. Final waivers or releases of liens by Licensed Design Professional and all Subconsultants;

4.9.1. 2. Release of surety, if any;

4.9.1. 3. Affidavit of payment of state withholding taxes and sales tax; and

4.9.1. 4. Any other documents required by the Boeing Administrator.

4.9.2. Payment. Within ninety-five (95) days after submittal of such Final Payment Application, Boeing shall pay to Licensed Design Professional any unpaid balance of the Contract Price and any amounts that have been withheld or otherwise not paid to Licensed Design Professional, subject to any withheld payments or any offsets for costs or damages.

4.9.3. Claims. No claim by Licensed Design Professional, including any claims under **Clause 4.5 (Changes)** shall be allowed if asserted after final payment under the Contract, except for unresolved claims specified in the Final Payment Application in stated amounts or in estimated amounts when the amounts are not susceptible to exact statement by Licensed Design Professional. Any such claim shall be limited to the amount set forth in the Final Payment Application. The deadlines for submission of claims by Licensed Design Professional set forth in **Clause 4.9 (Final Payment)** are intended to ensure prompt and efficient identification of all claims for payment, and to avoid misunderstandings between Boeing and Licensed Design Professional. Licensed Design Professional agrees that failure to comply with the deadline for submission of claims is deemed prejudicial to Boeing.

4.10. RESERVED.

4.11. Taxes.

In the event, the Services are subject to tax, the following provisions apply:

4.11.1. General. Unless this Contract specifies otherwise, the Contract Price includes, and the Licensed Design Professional is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Contract except for applicable sales and use taxes. Applicable sales and use taxes shall be separately stated on Licensed Design Professional's invoice. Licensed Design Professional shall not include in the Contract Price or on the invoice any taxes, impositions, charges, or exactions for which Boeing has furnished a valid exemption certificate or other evidence of exemption.

4.11.2. Disputed Taxes. If any taxing authority assesses a tax against Licensed Design Professional for which Licensed Design Professional is entitled to reimbursement under this Contract, Licensed Design Professional shall: (1) promptly notify Boeing; (2) provide Boeing an opportunity to review the proceedings in such tax assessment; and (3) keep Boeing fully informed as to the progress of such tax assessment. At its option, Boeing shall direct the conduct of any appeals, proceedings, hearings or litigation involved in any contest with respect to such tax assessment. If reasonably requested by Boeing, Licensed Design Professional shall take such

action as Boeing may direct with respect to the tax assessment and any payment by Licensed Design Professional of such tax shall be made under protest, if protest is necessary and proper.

4.11.3. Recovery of Overpayment of Taxes. If overpayment is made, Licensed Design Professional shall take such action as Boeing may reasonably direct to recover such payment and shall, if requested, permit Boeing in Licensed Design Professional's name to file a claim or prosecute any action to recover such payment. Licensed Design Professional shall cooperate with and provide reasonable assistance to Boeing in any such action.

4.12. Audit and Records Review.

4.12.1. Records.

4.12.1.1. Maintenance of Records. Licensed Design Professional shall maintain accurate and detailed financial records, documents, and other evidence pertaining to (i) the amounts paid by Boeing to Licensed Design Professional in connection with the Contract, allocating the total amounts paid for the Services to the various elements of the Services and (ii) the costs incurred by Licensed Design Professional in connection with the Contract to such extent and in such detail as will properly reflect and fully support all costs, changes, and other amounts of any nature for which the Licensed Design Professional may claim reimbursement pursuant to **Clause 4.5 (Changes)** (collectively "Records").

4.12.1.2. Audit. Upon request by Boeing, Licensed Design Professional agrees to make available at all reasonable times from the date of the Contract, until the expiration of the period specified in **Section 4.12.4. (Retention)**, all Records for inspection, audit, and reproduction by Boeing.

4.12.2. Subconsultants. Licensed Design Professional shall include the requirements of **Sections 4.12.1 (Records)** and **4.12.1.2 (Audit)** in each subcontract issued with respect to the Services. All such subcontracts shall include the right of Boeing to audit such subcontract.

4.12.3. Retention. Licensed Design Professional shall preserve, retain and make available its Records pertaining to the Services for a period of no less than three (3) years after final payment and for such longer period, if any, as required by any other provision of this Contract or by Sections 4.12.4.1 or 4.12.4.2 below:

4.12.4 Time Period for Retention. If this Contract is completely or partially terminated, the Records relating to the Services shall be preserved and made available to Boeing for a period of three (3) years from the date of any resulting final settlement.

4.12.4.1. Records that relate to litigation or the settlement of claims arising out of the performance of this Contract, or cost and expenses of this Contract as to which exception has been taken by Boeing, its auditor, or its representatives, shall be retained by the Licensed Design Professional until such appeals, litigations, claims, or exceptions have been fully and finally concluded.

4.13. Licensed Design Professional Financial Review. If the Contract exceeds two hundred and fifty thousand dollars (\$250,000) and extends for more than one (1) year, and if requested, Licensed Design Professional shall provide and shall ensure that its Subconsultants shall provide financial data on a quarterly basis or as requested to the Boeing Credit Office for credit and financial condition reviews. Said data shall include but not be limited to balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within seventy-two (72) hours of any written request. All such information shall be treated as confidential.

4.14. Risk of Loss and Damage to Property.

4.14.1. RESERVED.

4.14.2. Licensed Design Professional's Risk of Loss. Licensed Design Professional assumes, and shall ensure that all Subconsultants and the employees of Licensed Design Professional and all Subconsultants assume, the risk of loss of, damage to, or destruction of any property of such parties (including without limitation, equipment, tools, or temporary or portable buildings, whether belonging to Licensed Design Professional, any Subconsultant, or their respective employees), whether owned, hired, rented, borrowed, or otherwise, used at any time in connection with the performance of the Services. Licensed Design Professional waives, and shall ensure that all Subconsultants and the employees of Licensed Design Professional and all Subconsultants waive, all rights of recovery against Boeing, its subsidiaries, and their respective directors, officers, agents, and employees for any such loss, disappearance, destruction of or damage to any property of Licensed Design Professional, any Subconsultant or any of their respective employees. Licensed Design Professional and any Subconsultant shall cause their respective property insurers to waive all rights of subrogation against Boeing, its subsidiaries, and their respective directors, officers, agents, and employees.

4.14.3. Other Property. At all times, Licensed Design Professional shall, and ensure any Subconsultants shall, use suitable precautions to prevent damage to Boeing property, and to the property of third parties, including any governmental agency or Authority. If any such property is damaged by the fault, negligence or failure to properly safeguard such property by Licensed Design Professional, any Subconsultant or their respective employees, Licensed Design Professional shall, at no cost to Boeing, promptly and equitably reimburse the owner of such property for such damage or repair or otherwise make good the same to the owner's satisfaction. If Licensed Design Professional fails to do so, Boeing may do so and recover from Licensed Design Professional the reasonable cost thereof.

4.15. Responsibility for Damages.

4.15.1. Indemnification-Negligence of Licensed Design Professional or Subconsultant. Licensed Design Professional shall defend, indemnify and hold harmless The Boeing Company, its subsidiaries, and their respective directors, officers, employees and agents (hereinafter "Indemnitees") from and against all actions, causes of actions, liabilities, claims, suits, judgments, liens, awards and damages, of any kind and nature whatsoever (hereinafter "Claims"), for property damage, bodily injury or death (including Claims brought by employees of Licensed Design Professional or any Subconsultant) and expenses, costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to the Contract, the performance thereof by Licensed Design Professional, any Subconsultant or other third parties, or any activities of the Indemnitees, including the provision of services, personnel, facilities, equipment, support, supervision or review. The foregoing indemnity shall apply only to the extent such Claims arise out of the negligence of Licensed Design Professional or any Subconsultant. Licensed Design Professional expressly waives any immunity under industrial insurance, whether arising from Title 51 of the Revised Code of Washington or any other statute or source. The foregoing waiver of immunity shall only apply to the extent necessary to effectuate the indemnity set forth in **Section 4.15.1 (Indemnification, Negligence of Licensed Design Professional)**

4.15.2. RESERVED.

4.15.3. RESERVED.

4.15.4. No Limit. In no event shall Licensed Design Professional's obligations under this Contract, including **Clause 4.15 (Responsibility for Damages)**, be limited to the extent of any insurance available to or provided by Licensed Design Professional.

4.16. Licensed Design Professional's Insurance.

4.16.1. Commercial General Liability. Throughout the period of performance of this Contract and until final acceptance by Boeing, Licensed Design Professional shall carry and maintain, and ensure that all Subconsultants who perform Services on or about Boeing premises carry and

maintain, Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, including death, or loss or damage to property. Such insurance shall be in an occurrence form or claims made form with a twelve (12) month extended reporting period, and shall contain coverage for all premises and operations, broad form property damage, and contractual liability.

4.16.2. Professional Liability (Errors & Omissions). Licensed Design Professional shall carry and maintain Professional Liability Insurance with limits of not less than One Million United States Dollars (\$1,000,000) covering claims which may result from negligent performance of Licensed Design Professional's obligations under this Agreement. Such insurance shall be with insurers acceptable to Boeing. If such Professional Liability Insurance is not reasonably available to Licensed Design Professional or any Subconsultant, Licensed Design Professional shall promptly, in writing, notify Boeing of that fact, stating the reasons therefore. The above coverage will be maintained for a minimum of two (2) years following termination or completion of Licensed Design Professional's performance of its obligations under this Agreement.

4.16.3. RESERVED.

4.16.4. RESERVED.

4.16.5. Automobile Liability. If licensed vehicles will be used on Boeing's premises in connection with the performance of the Service, Licensed Design Professional shall carry and maintain, and ensure that any Subconsultant who uses a licensed vehicle on Boeing's premises in connection with the performance of the Service carries and maintains, throughout the period when Service is performed and until final acceptance by Boeing, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

4.16.6. Worker's Compensation and Employers Liability.

4.16.6.1. Workers' Compensation. Throughout the period of performance of this Contract and until final acceptance by Boeing, the Licensed Design Professional shall cover or maintain insurance, and ensure that all Subconsultants cover or maintain insurance, in accordance with the applicable laws relating to workers' compensation, with respect to all of their employees working on or about the premises of Boeing, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

4.16.6.2. Employers Liability. Licensed Design Professional shall also carry and maintain Employers Liability coverage with limits of not less than Five Hundred thousand Dollars (\$500,000) per accident. To the extent permitted by law, any policy or policies which provide any of the insurance required by this **Section 4.16.4 (Worker's Compensation and Employers Liability)** shall contain a waiver of rights of subrogation against The Boeing Company, its subsidiaries and their directors, officers and employees. If Boeing is required by any applicable law to pay any workers' compensation premiums with respect to employees of Licensed Design Professional or any Subconsultant, Licensed Design Professional shall reimburse Boeing for such payment.

4.16.6.3. Federal Longshoreman and Harbor Workers Act. If required by law, Licensed Design Professional shall provide insurance to meet the requirements of the Federal Longshoreman and Harbor workers Act or the Federal Maritime Employees Liability Law (Jones Act).

4.16.6.4. Workers' Compensation Payments. If Boeing is required by any applicable law to pay any workers' compensation premiums with respect to an employee of Licensed Design Professional or any Subconsultant, Licensed Design Professional shall reimburse Boeing for such payment.

4.16.7. Certificates of Insurance.

4.16.7.1. Prior to the commencement of the Service, Licensed Design Professional shall provide for Boeing's review and approval certificates of insurance reflecting full compliance with the requirements set forth in **Section 4.16.1. (Commercial General Liability)**, **Section 4.16.2 (Professional Liability)**, **Section 4.16.3. (Automobile Liability)**, and **Section 4.16.4 (Workers Compensation and Employer's Liability)**. Such certificates shall be kept current and in compliance throughout the period when Service is being performed and until final acceptance by Boeing, and shall provide for thirty (30) days advance written notice to Boeing in the event of cancellation or material change adversely affecting the interests of Boeing. Any policy or policies providing the insurance required under **Clause 4.16 (Licensed Design Professional's Insurance)**, may be inspected by Boeing upon request. Failure of Licensed Design Professional or any Subconsultant thereof to furnish Certificates of Insurance or to procure and maintain the required insurance, or failure of Boeing to request such certificates, endorsements, or other proof of coverage, shall not constitute a waiver of the respective Licensed Design Professional's or Subconsultant's obligations.

4.16.7.2. In jurisdictions requiring mandatory participation in a monopolistic state Workers' Compensation fund, or if Licensed Design Professional or Subconsultant self insures, a letter from the appropriate state agency confirming participation in accordance with statutory requirements will provide satisfactory evidence of coverage if required under **Section 4.16.6 (Workers Compensation and Employer's Liability)** above.

4.16.8. Self Assumption. Any self assumed layer, deductibles, and exclusions in coverage in the policies required under **Section 4.16. (Licensed Design Professional's Insurance)** shall be assumed by, for the account of, and at the sole risk of Licensed Design Professional or Subconsultant which provides the insurance and to the extent applicable shall be paid by such Licensed Design Professional or Subconsultant. In no event shall the liability of Licensed Design Professional or Subconsultant be limited to the extent of any of the minimum limits of insurance required under **Section 4.16. (Licensed Design Professional's Insurance)**.

4.16.9. Reputable Insurance Companies. Any insurance required by this Contract shall be placed with an insurer or insurers of good repute and with a financial rating of not lower than Standard & Poor's BBB or Moody's Baa without Boeing's consent. Boeing shall be entitled at its sole discretion to refuse the placement of the insurance with any insurer notwithstanding that such insurer would otherwise satisfy the requirements of this Clause.

4.17. Excusable Delays. Neither Party shall be deemed to be in default hereunder by reason of any delay in performance or failure to perform the Services pursuant to the Contract (including any failure by Licensed Design Professional to make progress in the prosecution of the Services or any suspension by Boeing) if such delay or failure arises out of unforeseeable causes beyond the control and without the fault or negligence of the party claiming Excusable Delay. Each Party shall use commercially reasonable efforts to give advance notice of an Excusable Delay event which it believes is reasonably likely to occur. To the extent either Party is prevented by Excusable Delay from performing, in whole or part, its obligations under this Contract and the Party claiming a Excusable Delay event (the "Claiming Party") gives notice and details of the Excusable Delay (including a description of the nature of the event, length of time it is expected to continue, and efforts (planned or underway) to overcome the effects of the event) to the other Party (the "Non-Claiming Party") as soon as practicable, then unless specified otherwise in writing, the Claiming Party shall be excused from the performance of its obligations with respect to such Excusable Delay (other than the obligation to make payments then due or becoming due with respect to performance prior to the Excusable Delay). The Claiming Party shall use its reasonable best efforts to eliminate or avoid the Excusable Delay and resume performing its obligations as quickly as reasonably practicable. During the pendency of Excusable Delay, the Non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by such Excusable Delay. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved.

4.18. RESERVED.

4.19. Dispute Resolution Process.

4.19.1. If any question, dispute, or difference (the "Matter in Dispute") arises between Licensed Design Professional and Boeing in relation to the Contract that cannot be settled by agreement between the Parties within thirty (30) days of one Party notifying the other Party of the Matter in Dispute, either Party may give the other written notice of the Matter in Dispute, specifying its nature and specifying the steps that the Party giving notice considers need to be taken to resolve the Matter in Dispute. The Parties agree to use reasonable efforts to resolve any dispute arising out of the Contract through meeting of their Authorized Representatives within thirty (30) days after receipt of such notice. If the Parties are unable to resolve the dispute at this level within the thirty (30)-day period, either Party may escalate the dispute to its executives. If the executive-level meeting fails to resolve the Matter in Dispute, either party may request non-binding mediation or arbitration or, without further notice, pursue other available remedies, including legal proceedings, in order to resolve the Matter in Dispute. Any dispute that arises under or is related to this Contract that cannot be settled by mutual agreement of the Parties may be decided by a court of competent jurisdiction in accordance with **Clause 4.20 (Governing Law and Venue)**. Pending final resolution of any dispute, the parties will proceed with their respective performance obligations under the Contract.

4.19.2. Negotiations undertaken pursuant to this **Clause 4.19 (Dispute Resolution Process)** will be deemed confidential settlement discussions. Nothing said by a party nor any position taken during the course of the negotiations will be introduced as evidence by the opposing party in any litigation concerning the same or related transactions or Matter in Dispute.

4.19.3. The rights and remedies of either party set forth in any provision of the Contract shall not limit any other rights or remedies afforded to such party by any other provision of this Contract or by applicable law, including injunctive relief.

4.20. Governing Law and Venue. Unless otherwise indicated in a supplement to the Contract: (i) this Contract shall be construed in accordance with, and governed by, the laws of the State of Washington; provided, however, that Washington law relating to conflict of laws shall not apply, and, in the event of any actual or alleged conflict of laws, Washington law shall apply and govern; and (ii) any lawsuits arising under this Contract shall be instituted in the federal or state courts of Washington and each party hereby irrevocably submits to the in personam jurisdiction of such courts.

4.21. Default.

4.21.1. Events of Default.

4.21.1.1. Default. If, through any cause, the Licensed Design Professional either: (a) fails to fulfill in a timely and proper manner its obligations under this Contract (except for such failure which is the result of an Excusable Delays pursuant to **Clause 4.17 (Excusable Delays)**), (b) is in material violation of the representations, warranties, covenants, requirements, agreements or stipulations of this Contract; or (c) becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors ("Default"), the Licensed Design Professional shall be in default and Boeing shall thereupon have the right (but not the obligation) to terminate this Contract by giving written notice of such termination and specifying the effective date thereof as a date certain notice thereof. Licensed Design Professional shall have the right to cure any such default within five (5) days of receipt of such notice, or if such default cannot be cured within five (5) days, to commence the cure within five (5) days and thereafter diligently proceed to complete the cure of the default. If the default is not cured by the termination date or Boeing determines in its sole discretion that the Licensed Design Professional is not diligently proceeding to complete the cure of the default, Boeing shall have the right (but not the obligation) to take over performance of the Services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Licensed Design Professional, shall be delivered to Boeing as Boeing's property, in accordance with **Clause 2.22 (Work Product;**

Infringement Indemnification). Boeing will not be required to obtain bids or proposals for the completion of any terminated Services. Boeing shall have the right to make any expenditures that Boeing determines, in its sole discretion, will best complete the terminated Services.

4.21.1.2. Rights and Remedies. Whether or not this Contract is so terminated, the Licensed Design Professional shall be liable to Boeing for any damage or loss resulting from such Default. Such damages and loss include but not limited to all expenses incurred by Boeing related to the completion of the terminated Services (in excess of the Contract Price of Licensed Design Professional's performance of such Services), together with a reasonable charge by Boeing for administering any contract for the completion of the terminated Services, delay damages paid or incurred by Boeing, and reasonable attorneys' and/or expert fees incurred in pursuing its claim for default. Boeing also will have the right to withhold any amounts due under the Contract until the default has been cured or withhold any amounts due under the Contract and terminate the Contract as to all or any portion of the uncompleted Services. The rights and remedies of Boeing provided herein are cumulative with and in addition to any other rights and remedies provided by law or this Contract.

4.21.2. Right to Cure. In the event Boeing terminates all or any portion of the Services pursuant to this **Clause 4.21 (Default)** and it is determined that termination was not appropriate under such provision, such termination will be deemed to be a termination for convenience under **Clause 4.22 (Termination for Convenience)**, and the provisions of **Clause 4.22 (Termination for Convenience)** shall exclusively apply.

4.22. Termination for Convenience. Boeing may, at its option at any time and for any reason, terminate the Contract as to all or any portion of the uncompleted Services ("Termination for Convenience"). In the event of such termination, the Licensed Design Professional shall immediately cease all work hereunder and shall immediately cause any and all of its Subconsultants to cease work. In case of Termination for Convenience by Boeing of all or any part of this Contract, the Licensed Design Professional's sole right shall be to submit a claim to Boeing within sixty (60) days after the effective date of the termination. The Licensed Design Professional hereby waives any claim for damages, including consequential damages and loss of reputation and anticipated profits, on account of any such termination. If Licensed Design Professional fails to submit its termination claim within the time allowed, Boeing may determine, on the basis of the information available to it, the amount, if any, due Licensed Design Professional by reason of the termination. Such determination shall be final and conclusively binding on Licensed Design Professional. Promptly after any such determination, Boeing shall pay to Licensed Design Professional the amount so determined. In no event shall Boeing be obligated to pay the Licensed Design Professional any amount in excess of the Contract Price. The provisions of this **Clause 4.22 (Termination for Convenience)** shall not limit or affect the right of Boeing to cancel this Contract for default.

4.23. Notice of Termination. In the event Boeing elects to terminate all or any portion of the Services pursuant to **Clause 4.21 (Default)** or **Clause 4.22 (Termination for Convenience)**, Boeing shall provide Notice of Termination to Licensed Design Professional that will specify whether the termination is under **Clause 4.21 (Default)** or **Clause 4.22 (Termination for Convenience)**, the extent to which the Services are terminated, and the effective date of the termination ("Notice of Termination").

4.24. Reserved.

4.25. Default by Boeing. If Boeing fails to make payments to the Licensed Design Professional in accordance with this Agreement, the Licensed Design Professional shall have the right to suspend Services until Boeing cures the default. The Licensed Design Professional shall give seven (7) days' written notice to Boeing before suspending services. Furthermore, if Boeing suspends the Project for more than ninety (90) days for reasons other than the fault of the Licensed Design Professional, the Licensed Design Professional has the right, after seven (7) days' written notice, to terminate the Contract. In the event of either type of suspension, the Licensed Design

Professional shall have no liability to Boeing for delay or damage caused Boeing because of the suspension of Services. Before resuming Services, the Licensed Design Professional shall be paid all sums due and owing prior to suspension and any expenses incurred in the interruption and resumption of the Licensed Design Professional's Services. The Contract Price for the remaining Services and the Contract Time shall be equitably adjusted.

4.26. Assignments: Third Party Beneficiaries.

4.26.1. Assignment of Monies Due. Licensed Design Professional may, but only with prior written consent by Boeing, assign monies due or to become due to Licensed Design Professional under the Contract, and such assignment will be recognized by Boeing, provided written notice is given to Boeing at least thirty (30) days before payment is due. Any assignment of monies shall be subject to all proper off-set in favor of Boeing and to all deductions provided for in the Contract. Boeing may use all money it has withheld, whether or not the subject of an assignment by Licensed Design Professional, for the completion of the Services in the event Licensed Design Professional should be in default under the Contract or for the payment of damages, claims, or liens.

4.26.2. Other Assignments. Except as authorized under **Clause 2.22 (Work Product, Infringement Indemnification)**, Licensed Design Professional shall not assign or transfer any of its rights under or interest in this Contract or subcontract all or substantially all of its performance of this Contract without prior written consent by Boeing. Licensed Design Professional shall not delegate any of its duties or obligations under this Contract. No assignment, delegation, or subcontracting by Licensed Design Professional, with or without the consent of Boeing, shall relieve Licensed Design Professional of any of its obligations under this Contract or prejudice any of the rights of Boeing against Licensed Design Professional whether arising before or after the date of any assignment. Boeing may assign any of its rights and obligations arising under the Contract.

4.26.3. Third Party Beneficiaries. Except as provided in **Clause 4.26.1 (Assignment of Monies Due)** above, nothing in this Contract shall be construed to give any rights or benefits in the Contract to anyone other than Boeing and Licensed Design Professional, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of Boeing and Licensed Design Professional and not for the benefit of any other party.

4.27. Notices. Any notice provided with respect to the Contract shall be in writing. Notices shall be submitted to the Boeing Authorized Purchasing Representative when Boeing is the recipient and to Licensed Design Professional's Representative when Licensed Design Professional is the recipient. Notices may be delivered either personally to the authorized representative of the recipient party or by first class mail, facsimile, or electronic mail to such applicable address or facsimile number as the recipient has indicated in the applicable Contract Form, or otherwise indicated in writing, to the other party. The date on which any such notice by personal delivery or first class mail is so delivered shall be deemed to be the effective date of the notice. Notice by electronic mail and notice by facsimile shall be deemed to be received on the business day following the day on which such notice is sent.

4.28. Offset Credits.

4.28.1. To the exclusion of all others, Boeing or its assignees shall be entitled to all industrial benefits or offset credits which might result from this Contract. Licensed Design Professional shall provide documentation or information which Boeing or its assignees may reasonably request to substantiate claims for industrial benefits or offset credits.

4.28.2. Licensed Design Professional agrees to use reasonable efforts to identify the foreign content of goods or services which Licensed Design Professional either produces itself or procures from Subconsultants for work directly related to this Contract. Promptly after selection of a non-U.S. Subconsultant for work under this Contract, Licensed Design Professional shall notify Boeing of the name, address, Subconsultant point of contact (including telephone number) and dollar value of the Subconsultant contract.

4.29. Joint Effort. This Contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

4.30. Words and Phrases. Unless otherwise stated in the Contract Documents, the Contract shall be interpreted in accordance with the plain and ordinary meaning of the language and in accordance with the customs and practices of the industry. In addition, the words and phrases listed below shall be interpreted as follows:

4.30.1. Where the words "as shown," "as detailed," "as indicated," or words of like import are used in the Contract, these references refer to the Work Product, Contract Drawings or Technical Specifications unless the context clearly indicates a different meaning;

4.30.2. Where the words "by others" or the acronym "NIC" (not in contract) appear in the Contract, the reference, unless the context clearly indicates otherwise, refers to work not covered by the Contract that is to be done by parties other than the Licensed Design Professional or its Subconsultants;

4.30.3. In the event the applicable pricing exhibit states a fixed price, wherever the Contract provides that the Services is "at its expense" or "without charge" or that certain Services "will not be paid for separately," such quoted words mean that the Licensed Design Professional shall be solely responsible for the cost of such Services and effects arising from it and shall not be reimbursed for such Services under this Contract;

4.30.4. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement; and

4.30.5. Where the word "including" is used in the Contract, it means "including but not limited to" or "including without limitation."

4.30.6. The titles and division of the Work Products, Contract Drawings and Technical Specifications by trades or other classifications are for convenience only. The fact that any part of the Services should or could properly have been shown or specified under some other title or division shall not relieve the Licensed Design Professional of its obligation to perform such Services and shall not entitle the Licensed Design Professional to any adjustment in the Contract Price or the Completion Date.

4.30.7. Clause and Section headings and titles in the Contract Documents have been included in the Contract solely for convenience of reference and shall not affect the meaning or interpretation of the Contract.

4.30.8. Any word contained in the text of this Contract shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

4.31. Incorporation by Reference. The Exhibits referred to in any Contract Documents, including this Exhibit A and any attachments hereto, are hereby incorporated herein by reference thereto.

4.32. Waivers. None of the provisions of the Contract shall be considered waived by either Party unless such waiver is given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of the Contract unless expressly stipulated in such waiver. If any provision of the Contract is or becomes void or unenforceable by force of law, the remainder shall remain valid and enforceable.

4.33. Severability. If any portion of this Contract is held by any court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

4.34. Survival Provisions. In addition to the provisions of the Contract which, by their terms continue in effect after acceptance and final payment under or termination of, the Contract, the following provisions shall continue in effect after acceptance and final payment under, or termination of the Contract:

4.34.1.

- Clause 2.10 Compliance with Laws and Regulations
- Clause 2.11 Compliance, Errors and Discrepancies
- Clause 2.12 Licensed Design Professional Representations, Warranties and Covenants
- Clause 2.19 Confidentiality
- Clause 2.21 Publications and Photographs
- Clause 2.22 Work Product
- Clause 4.6 Billing and Payment
- Clause 4.7 Right to Offset
- Clause 4.8 Withheld Payments
- Clause 4.9 Final Payment
- Clause 4.12 Audit and Records Review
- Clause 4.14 Risk of Loss and Damage to Property
- Clause 4.15 Responsibility for Damages
- Clause 4.16 Licensed Design Professional's Insurance
- Clause 4.19 Dispute Resolution Process
- Clause 4.20 Governing Law and Venue
- Clause 4.32 Waivers
- Clause 4.33 Severability
- Clause 4.34 Survival Provisions

4.35. Authority. Each Party individually represents that the person executing this Contract is duly authorized to act as the party's representative to execute this Contract on behalf of the Party.

4.36. Execution. This Contract may be executed in counterparts and by facsimile, each of which, when so executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

4.37. Entire Agreement. This Contract embodies the entire agreement between Boeing and Licensed Design Professional for the Services, and supersedes and merges any and all prior or contemporaneous written or oral agreements, commitments, understandings, or communications with respect to the Services. The Parties shall not be bound by or be liable for any other statement, representation, promise, inducement or understanding of any kind or nature concerning the Service except as set forth in the Contract Documents. Any amendment or modification of any of the terms or conditions of the Contract must be reduced to writing and signed by both Parties.

END OF DESIGN GENERAL PROVISIONS