



CONSULTING SUBCONTRACT

**SUBCONTRACT:
DATED:**

THIS AGREEMENT is made on the above date, and entered into between

Name: **University Mechanical Contractors, Inc. dba UMC**
Address: 11611 49th Place West
Mukilteo, WA 98275-4255

hereinafter called the CONTRACTOR, and

Name:
Address:

hereinafter called the CONSULTANT.

CONTRACTOR has entered into an agreement (hereafter referred to as the "PRIME CONTRACT") with OWNER, PRIME CONTRACTOR, HIGHER TIER SUBCONTRACTOR, PRIME ENGINEER, or ARCHITECT (hereafter collectively and individually hereafter referred to as the "CUSTOMER") to provide goods and/or to perform services (hereafter referred to as the "WORK") for the following project:

Project Name:
Address:

Customer Name(s):

CONTRACTOR and CONSULTANT agree that CONSULTANT shall perform the following portions of the WORK as described in Exhibit X. The WORK covered by this AGREEMENT will be performed in accordance with the standard consulting terms and conditions included in Exhibit A, and other exhibits attached hereto. As further specified in Exhibit X, in consideration of CONSULTANT'S full, complete, and faithful performance of this AGREEMENT, CONTRACTOR agrees to pay CONSULTANT:

INSERT VALUE & NO/100 (\$_INSERT VALUE_).

The following apply to this AGREEMENT:

1. In accordance with Exhibit A, a performance and payment bond **IS NOT** required.
2. Per the payment terms in Exhibit A, retention of **ZERO** percent (**0.00%**) will be held as part of this AGREEMENT.
3. CONSULTANT agrees that the indemnification provisions stated in Exhibit A were mutually negotiated.
4. Other attachments as specified in Exhibit X.
5. Other: Not Applicable

IN WITNESS WHEREOF the CONTRACTOR and CONSULTANT have executed this agreement.

**UNIVERSITY MECHANICAL
CONTRACTORS, INC. dba UMC:**

CONSULTANT:

BY: _____
Name & Title: _____
Date: _____

BY: _____
Name & Title: _____
Date: _____

EXHIBIT A

STANDARD CONSULTING TERMS & CONDITIONS

A: GENERAL PROVISIONS

1. CONTRACTOR has entered into the PRIME CONTRACT with CUSTOMER. CONSULTANT agrees to be bound to CONTRACTOR by the PRIME CONTRACT to the same extent that CONTRACTOR is bound to CUSTOMER. The PRIME CONTRACT is incorporated into this agreement as if copied verbatim. In the event of a conflict between the terms of the PRIME CONTRACT and this AGREEMENT, the terms of this AGREEMENT shall control. A copy of the PRIME CONTRACT will be provided to CONSULTANT upon request.
2. CONSULTANT shall perform all of its WORK under this agreement in accordance with all government regulations, codes, and laws in effect at the time of the AGREEMENT.
3. CONTRACTOR shall be the general administrator of the professional services for the WORK, and shall facilitate the exchange of information among the various CONSULTANT'S retained by CONTRACTOR for the project as necessary for the coordination of the WORK. Except as authorized by CONTRACTOR, all communications between the CONSULTANT and the CUSTOMER or other CONSULTANT'S for the project shall be forwarded through CONTRACTOR.
4. This AGREEMENT represents the entire AGREEMENT for the WORK between the parties and supersedes all prior discussions, proposals, and understandings. This AGREEMENT may be amended only by written agreement signed by both parties.
5. The parties agree that scanned copies of the AGREEMENT and/or electronic signatures signed by the parties shall be deemed to be originals, unless otherwise required by the PRIME CONTRACT.

B: CONSULTANT'S RESPONSIBILITIES

1. CONSULTANT shall designate, when necessary, a representative authorized to act on behalf of CONSULTANT with respect to the WORK.
2. CONSULTANT is responsible for the methods and means used in performing its portion of the WORK under this AGREEMENT.
3. Services performed under this AGREEMENT shall be coordinated with CONTRACTOR and other CONSULTANT'S for the project in order to avoid unreasonable delay in the orderly and sequential progress of the services.
4. CONSULTANT shall provide copies of drawings, reports, specifications and other necessary information to the CONTRACTOR and other CONSULTANT'S for coordination and review during the course of the project. All aspects of the WORK designated by CONSULTANT shall be coordinated by CONSULTANT and the CONSULTANT shall become familiar with the WORK designed by CONTRACTOR and other CONSULTANT'S as necessary for proper coordination of the WORK.
5. CONSULTANT shall cooperate with CONTRACTOR in determining the proper share of the budget for the cost to be allocated to the WORK.
6. CONSULTANT shall not be responsible for the acts or omissions of CONTRACTOR, CONTRACTOR'S other CONSULTANT'S, CUSTOMER, their agents or employees, or other persons performing any other portions of the project.
7. Additional services may be requested from CONTRACTOR. CONTRACTOR will provide written authorization to proceed with any additional approved services.
8. CONSULTANT agrees to provide all instruments of service in CONTRACTOR'S standard Virtual Construction Services ("VCS") formats unless otherwise specified. CONTRACTOR'S current standard VCS formats and instructions will be provided upon written request.
9. CONSULTANT as a condition of this AGREEMENT with CONTRACTOR, hereby assigns and transfers unto CONTRACTOR, all rights, titles, interests, in and to any Intellectual Property ("IP") created in any form relating to the business of CONTRACTOR. CONSULTANT cannot assign or transfer any created IP that CONSULTANT creates while consulting for CONTRACTOR. CONSULTANT hereby grants CONTRACTOR a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such IP. CONSULTANT will convey, transfer, dispose of and otherwise deal with the IP (including the execution and delivery of all documents and other instruments relating to IP) in such a manner as the CONTRACTOR shall direct. CONSULTANT will retain non-exclusive rights to IP created prior

to employment by CONTRACTOR.

C: CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall provide available information in a timely manner regarding requirements for and limitations on the WORK. CONTRACTOR shall furnish to CONSULTANT, within twenty-one (21) days after receipt of a written request, information necessary and relevant for the CONSULTANT to evaluate, give notice, or enforce lien rights.
2. CONTRACTOR may designate a representative authorized to act on CONTRACTOR'S behalf with respect to the WORK. CONTRACTOR or such designated representative shall render decisions in a timely manner pertaining to documents submitted by CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of CONSULTANT'S portion of the WORK.
3. If CONSULTANT considers it necessary for the WORK, CONTRACTOR shall request that CUSTOMER furnish the services of other CONSULTANT'S when such services are reasonably required by the scope of the project, including those enumerated in the PRIME CONTRACT.
4. CONTRACTOR shall review CONSULTANT'S portion of the WORK for compliance with CUSTOMER requirements and overall coordination with any architectural and engineering requirements. CONTRACTOR'S review is a check only, and CONSULTANT is responsible for ensuring that its portion of the work is in compliance and meets the requirements.

D: SCHEDULE

1. CONTRACTOR'S schedules are based in part on CONSULTANT'S promise to deliver the goods or services by the dates and times specified in the Project Schedule. Therefore time is of the essence of this AGREEMENT.
2. CONTRACTOR shall give CONSULTANT reasonable notice of required start time and CONSULTANT shall start work on the date named by CONTRACTOR. CONSULTANT shall complete the portions of the work as indicated in the schedule and at such times as will enable CONTRACTOR to comply with the PRIME CONTRACT.
3. CONTRACTOR may modify the Project Schedule from time to time. Such modification or alteration of the Project Schedule shall not entitle CONSULTANT to any increase in consideration or time of this AGREEMENT unless CONSULTANT provides written notice to CONTRACTOR within five (5) working days after receiving such notice from CONTRACTOR that such change in the Project Schedule shall result in additional costs or time for CONSULTANT. Written notice of the amount of the additional time or costs necessary for the CONSULTANT to meet the revised project schedule is due within twenty (20) days after the date CONSULTANT receives notice of the revised Project Schedule, or sooner if required by the PRIME CONTRACT. Failure to strictly adhere to this notification provision by CONSULTANT shall be a complete waiver for a change in time and contract price.
4. If CONSULTANT is delayed in its work by any cause for which CONSULTANT intends to request additional time and/or compensation, CONSULTANT shall give written notice to CONTRACTOR within five (5) working days after the occurrence of such event which caused the delay; or if the PRIME CONTRACT calls for a shorter period, then within sufficient time to allow CONTRACTOR to give timely notice to CUSTOMER. Written notice of the amount of the delay and request for additional compensation shall be delivered to CONTRACTOR within twenty (20) days after the occurrence of the event that caused the delay, or within the time limits specified in the PRIME CONTRACT, whichever is shorter. Failure to strictly adhere to this notification provision by CONSULTANT shall be a complete waiver for a change in time and contract price.
5. CONSULTANT shall not be liable for delays caused by extreme weather conditions, flood, fire, earthquake, governmental action, riots, acts of terrorism, and/or acts of god ("Force Majeure" claims), provided that CONSULTANT has provided notice of such delay within seventy-two (72) hours of the occurrence, or twenty-four (24) hours prior to any milestone in the Project Schedule or any required deliverable, whichever provides the most advance notice to CONTRACTOR.
6. CONSULTANT shall be responsible for all costs, including but not limited to direct costs, indirect costs, costs for liquidated damages, and costs for consequential damages that CONTRACTOR incurs as a result of CONSULTANT'S failure to meet this schedule. CONSULTANT'S responsibility for these costs shall be limited to the extent CONSULTANT is responsible for the delay.

E: PAYMENT

1. CONSULTANT shall submit payment requests to CONTRACTOR at such reasonable times as to enable CONTRACTOR to apply for and obtain payment from CUSTOMER. CONSULTANT shall receive as progress payments from CONTRACTOR the amounts allowed to the CONTRACTOR by CUSTOMER on account of CONSULTANT'S portion of the WORK. Payment of the amount CONSULTANT has requested shall be subject to confirmation of CONSULTANT'S completion of those portions of the WORK for which CONSULTANT is submitting a request for payment.
2. CONSULTANT shall email all invoices to rsively@umci.com or other email address as indicated in Exhibit X.
3. Invoices not received 120 days after performance of the WORK shall be subject to a monthly \$300 late processing fee from the date of CONSULTANTS final performance of its portion of the work, or the final completion of the project, whichever comes first.
4. Unless otherwise required by law or otherwise stated on the signature page of this AGREEMENT, ten percent (10%) retention shall be withheld by CONTRACTOR from each progress payment made to CONSULTANT.
5. CONTRACTOR shall issue payment for progress payment requests within ten (10) days of the date CONTRACTOR has received its payment for such progress billing by CUSTOMER.
6. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment, or CONTRACTOR'S determination that the remaining balance of payments may be insufficient to insure completion of CONSULTANT'S portion of the WORK, or to pay lien, bond, and retainage claims, or to pay CONSULTANT'S unpaid accounts.
7. Final payment, including all retention withheld, shall be made within ten (10) days after CONTRACTOR has received its final or complete payment, including retention, involving CONSULTANT'S portion of the WORK, provided that CONTRACTOR is not aware of any actual or threatened lien or bond claims related to CONSULTANT'S portion of the WORK, and provided that CONSULTANT has furnished final conditional and unconditional lien waivers to CONTRACTOR. Final payment shall not be subject to any fast pay discount.
8. CONSULTANT shall hold progress payments for the benefit of CONSULTANT'S laborers, materialmen, lower-tier CONSULTANT'S, suppliers, and all others who are entitled to claim a lien or file a claim against any retainage or bond on the project. CONSULTANT shall furnish proof of payment of obligations and conditional and unconditional lien releases relating to its work when requested by CONTRACTOR.
9. CONTRACTOR may discharge any actual or threatened lien or bond claims, other claims, or unpaid accounts related to CONSULTANT'S portion of the WORK without a legal determination as to the validity thereof and deduct the cost of doing so, including all attorneys' fees and costs incurred by CONTRACTOR from amounts owed to CONSULTANT. CONTRACTOR may, but is not required to, pay or satisfy directly or by joint check any of CONSULTANT'S unpaid accounts related to the WORK. CONSULTANT shall defend, indemnify, and hold harmless CONTRACTOR and CUSTOMER from any and all costs, expense, payments or other damages associated with liens, bond claims, or unpaid accounts resulting from CONSULTANT'S portion of the WORK.
10. Receipt by CONTRACTOR of payment from CUSTOMER for CONSULTANT'S portion of the WORK shall be an express condition precedent to CONTRACTOR'S obligation to pay CONSULTANT for any request for payment, including progress payment requests, change order requests, claims of any type, or a request for final payment. CONSULTANT acknowledges and assumes all risk of non-payment by CUSTOMER for work performed or of money owing to CONSULTANT. If for any reason CUSTOMER fails to pay CONTRACTOR for any requests by CONSULTANT, including but not limited to requests for progress payments, change order requests, claims of any type, or the request for final payment, then CONTRACTOR shall be fully discharged and released from any liability or obligation to pay CONSULTANT for such request(s).
11. If this AGREEMENT is breached, CONSULTANT shall not be entitled to further payments until the WORK covered by this AGREEMENT has been completed and accepted by CONTRACTOR and CUSTOMER.

F: TERMINATION

1. This AGREEMENT may be terminated at such time as the PRIME CONTRACT is terminated. In such event, CONTRACTOR shall promptly notify CONSULTANT of such termination. Unless otherwise specified in the termination notice, CONSULTANT shall stop work immediately and take steps so as to preserve the portions of the WORK completed to the date of termination.

CONSULTANT shall be paid for those portions of the completed work that CONTRACTOR received payment for under the PRIME CONTRACT.

2. CONTRACTOR may terminate this AGREEMENT for convenience upon seven (7) days written notice to CONSULTANT. The written notice for cancellation shall include direction as to the date of termination and any WORK to be completed or preserved. CONSULTANT shall be paid for those portions of the WORK that have been, or are to be completed prior to the termination date.
3. In the event CONSULTANT fails to proceed with the work as directed, fails to provide sufficient quantity and skill of labor, fails to pay its accounts related to its portion of the WORK, or of a lien or bond claim is filed as a result of CONSULTANT'S portion of the WORK, or if CONSULTANT shall file for bankruptcy or enter receivership, any of which shall be considered a default, then at CONTRACTOR'S sole discretion, CONTRACTOR may, upon seventy-two (72) hours' notice, terminate this AGREEMENT. In the event of a termination for default, CONSULTANT shall not be entitled to any further payment until the work is completed and all claims are discharged. CONTRACTOR may proceed with the portions of the WORK itself, or hire other CONSULTANT'S to complete the work and deduct all amounts paid by CONTRACTOR, including attorneys' fees and costs, from the remaining balance owed to CONSULTANT. Should the value paid by CONTRACTOR exceed the remaining balance, CONSULTANT shall promptly reimburse CONTRACTOR. Otherwise Contractor shall pay the remaining balance to CONSULTANT.
4. The following obligations shall survive termination of this agreement: Indemnification and Defense, Dispute Resolution, Insurance Requirements, Confidential Information, and any required PRIME CONTACT provisions.

G: DISPUTE RESOLUTION

1. This AGREEMENT shall be governed by the laws of the State of Washington. The parties agree that Seattle, King County, Washington shall be the proper venue for any dispute solely between the CONSULTANT and CONTRACTOR.
2. Any claim, dispute or other matter in question arising out of or related to this AGREEMENT shall be subject to mediation, as a condition precedent to arbitration or litigation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediators fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
3. Claims not resolved in mediation shall be resolved by arbitration or litigation at the sole discretion of CONTRACTOR. Claims resolved by arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.
4. Demands for mediation and arbitration/litigation may be filed simultaneously, and shall be filed in writing with the other party to this AGREEMENT. A demand for mediation or arbitration/litigation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
5. Arbitration/litigation arising out of or related to this AGREEMENT may be consolidated with arbitration/litigation between CONTRACTOR and any other person or entity if such arbitration/litigation involves common issues of fact relating to the performance of CONSULTANT or CONSULTANT'S obligations under this AGREEMENT.
6. The award rendered by the arbitrator or judge shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

H: CONFIDENTIAL INFORMATION

1. CONTRACTOR and/or CUSTOMER may need to disclose confidential information (hereafter referred to as "Confidential Information") to CONSULTANT in order for CONSULTANT to perform its portions of the WORK. This Confidential Information is information CONTRACTOR and/or CUSTOMER desire to remain confidential.
2. If required by CONTRACTOR or CUSTOMER, CONSULTANT agrees to execute all required Non-Disclosure Agreements relating to the WORK.

I: ETHICS

1. Except with CONTRACTOR'S knowledge and consent, CONSULTANT shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise CONSULTANT'S professional judgment with respects to the project.
2. Equal Employment Opportunity obligations of Executive Order 11246 and 41 C.F.R. Parts 60-1.4, 60-250.5, and 60-741.5 as well as the requirements of Executive Order 13496 are incorporated in non-exempt U.S. Government contracts/subcontracts.
3. CONSULTANT will not discriminate because of race, creed, color, natural origin, religion, sex, sexual orientation, age, veteran status or disability. CONSULTANT shall comply with all applicable federal, state, and local anti-discrimination laws, rules, orders and regulations.

J: MISCELLANEOUS

1. If CONSULTANT'S portion of the WORK requires visiting the construction site, CONSULTANT shall comply with all safety requirements of CONTRACTOR and CUSTOMER, and all Occupational Health and Safety Act requirements. CONTRACTOR'S standard safety program manual is available for review upon request.
2. Should a provision of this AGREEMENT be determined to be invalid under any applicable law, such invalidity shall not affect the other provisions of this AGREEMENT. Additionally, the terms of this AGREEMENT will be deemed enforceable to the fullest extent permissible under applicable law and when necessary, the court is requested to reform any terms of this AGREEMENT to that effect.
3. If required on the signature page of this AGREEMENT, CONSULTANT shall provide a payment and performance bond for one hundred percent (100%) of the value of this AGREEMENT. The bond will be provided within ten (10) calendar days of the signing of this agreement. The bond shall be in a form acceptable to CONTRACTOR and shall cover the faithful performance of, and compliance with all the terms, provisions, and conditions of this AGREEMENT, and payment for all labor, materials, equipment, services, and supplies used in the prosecution of its portion of the WORK.
4. CONSULTANT covenants and agrees that for the duration of the project and for a period of twelve (12) months following the completion of the project, CONSULTANT will not recruit, solicit, hire, assist others in recruiting or hiring, discuss employment with, or refer to others concerning employment, any employee of CONTRACTOR.
5. CONSULTANT warrants that it is an independent contractor in fact and also within the meaning of the United States Internal Revenue Code, Federal Social Security Regulations, unemployment insurance and workers compensation laws. CONTRACTOR shall in no way be liable as an employer of CONSULTANT'S employees. CONSULTANT shall pay for all labor, wages, fringes, and taxes that CONSULTANT may be liable in connection with the WORK under this agreement.
6. CONSULTANT agrees to comply with all local, state, and federal immigration laws, statutes, rules, codes, orders, and regulations, including without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules and regulations thereto.

K: INDEMNIFICATION

1. CONSULTANT agrees to defend, indemnify, and hold CONTRACTOR harmless from and against all claims, liability, loss, damage or expense, including attorneys' fees and costs, that CONTRACTOR incurs as a result of any actual or alleged infringement of letters of patent or copyright, or any litigation based thereon covering any article under this AGREEMENT. CONSULTANT'S duty to indemnify and defend shall not apply to the extent that such infringement occurs as a result of modifications by CONTRACTOR or CUSTOMER.
2. CONSULTANT agrees to defend, indemnify, and hold CONTRACTOR harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with the services performed or to be performed under this AGREEMENT by CONSULTANT or CONSULTANT'S agents, employees, or lower tier CONSULTANT'S to the fullest extent permitted by law and subject only to the limitations provided below.
3. CONSULTANT'S duty to indemnify CONTRACTOR shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of CONTRACTOR, CONTRACTOR'S agents or employees.

4. CONSULTANT'S duty to indemnify CONTRACTOR against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) CONSULTANT or CONSULTANT'S agents, employees, or lower tier CONSULTANT'S, shall only apply to the extent of negligence of CONSULTANT or CONSULTANT'S agents, employees or lower tier CONSULTANT'S.
5. CONSULTANT specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONSULTANT'S waiver of immunity by the provisions of this article shall extend only to claims against CONSULTANT by CONTRACTOR and shall not extend to any claims by CONSULTANT'S employees directly against CONSULTANT.
6. CONSULTANT'S duty to defend, indemnify, and hold CONTRACTOR harmless shall include as to all claims, demands, losses and liability to which it applies, CONTRACTOR personnel related costs, reasonable attorneys' fees, court costs, fees for collection, and all other claim related expenses.
7. The parties agree that these indemnification provisions were mutually negotiated.

L: INSURANCE REQUIREMENTS

1. CONSULTANT shall maintain, at its own expense and without interruption, insurance covering claims arising out of the performance of its WORK under this AGREEMENT. CONSULTANT shall maintain this insurance in force after the completion of its WORK for the duration of the statues of limitations.
2. CONSULTANT shall be required to maintain the minimum limits of insurance:

a. Workers Compensation	statutory
b. Longshore and Harbor Workers Compensation (USL&H)	as applicable
c. General Liability/Bodily Injury/Property Damage (per occurrence)	\$1,000,000
d. General Aggregate/Products & Completed Operations	\$2,000,000
e. Personal Injury & Advertising Injury	\$1,000,000
f. Automobile Combined Single Limit	\$1,000,000
g. Employers Liability (including Stop Gap coverage)	\$1,000,000
h. Excess/Umbrella Liability	\$2,000,000
i. Cyber Liability (*if required below)	\$2,000,000
j. Professional Liability (*if required below)	\$2,000,000
k. Pollution Liability (*if required below)	\$1,000,000
3. If the PRIME CONTRACT or the law requires higher limits of insurance, then the higher minimum limits of insurance shall apply. The above limits requirements are minimum requirements. CONSULTANT agrees that the amount of insurance available to CONTRACTOR and CUSTOMER shall be for the full amount of the loss up to CONSULTANT'S policy limits of liability and shall not be limited to the minimum requirements of this AGREEMENT.
4. General Liability insurance limits shall be written on an occurrence basis, comprehensive form. General Liability coverage shall include contractual liability for liability assumed under this AGREEMENT.
5. General Liability insurance may be arranged under a single policy for the full limits required, or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.
6. Professional Liability and/or Errors and Omissions insurance shall be provided by CONSULTANT if CONSULTANT'S work requires any professional services, including but not limited to any design, engineering, surveying, testing or other professional services. Insurance shall cover claims arising out of the professional services under this AGREEMENT caused by errors, omissions or negligent acts for which CONSULTANT is liable.
7. Cyber Liability insurance is required if any products and/or services related to CONSULTANT'S performance of the WORK include accessing and/or modifying CONTRACTOR or CUSTOMER networks, providing and/or modifying hardware and/or software, or if CONSULTANT is storing any Confidential Information on its networks. Insurance shall provide coverage for any claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of Confidential Information, alteration of electronic information, extortion, and network security.

8. Pollution Liability shall be provided if a) CONSULTANT'S performance of the WORK involves handling hazardous materials or substances, asbestos abatement, lead or lead abatement, handling of pollutants, or b) CONSULTANT'S performance of the WORK could lead to growth of mold and fungi. Insurance shall provide coverage for bodily injury, property damage, cleanup costs, remediation expenses, legal costs, defenses costs, and disposal costs.
9. CONSULTANT is responsible for insuring its own tools and equipment. CONSULTANT is further responsible for insuring materials supplied or installed by CONSULTANT. Such coverage can be provided by an Installation Floater. CONSULTANT shall be responsible for the deductible on such policies.
10. To the extent damages are covered by property insurance during construction, the CONTRACTOR and CONSULTANT waive all rights against each other and against CUSTOMER, except for such rights as they may have to the proceeds of such insurance as governed by the PRIME CONTRACT.
11. All insurance coverage shall be provided by insurance carrier(s) that are licensed and admitted in the state where the work is performed and that carry an A.M. Best rating of A-VII or better.
12. CONTRACTOR and CUSTOMER shall be named as additional insureds on all policies except for Workers Compensation. Additional insured endorsement will be CG 20 10 11-85 or equivalent.
13. Insurance policies shall provide an endorsement to add CONTRACTOR and CUSTOMER as an additional insured on a primary and non-contributory basis. Additional insured endorsement shall include both ongoing operations and completed operations.
14. All insurance policies, except for Workers Compensation, shall provide for a waiver of subrogation against CONTRACTOR and CUSTOMER.
15. Insurance policies will have a maximum deductible of \$25,000, unless agreed to in writing by CONTRACTOR.
16. CONSULTANT shall furnish to CONTRACTOR certificates of insurance evidencing the required coverage of this AGREEMENT within ten (10) days of signing this AGREEMENT. Certificates shall contain provisions that at least thirty (30) days prior written notice will be given to CONTRACTOR in the event of cancellation, reduction in material change in, or non-renewal of the insurance.

EXHIBIT X

PROJECT SCOPE

CONSULTANT shall provide CONTRACTOR with the following professional services in the same manner and to the same extent as CONTRACTOR is bound by the PRIME CONTRACT to provide such services for the CUSTOMER. Except as set forth herein, CONSULTANT shall not have any duties or responsibilities for any other portion of the project.

The general and special conditions of the AGREEMENT, the specifications, drawing and addenda for said construction are available to CONSULTANT upon request.

SPECIFIC INCLUSIONS:

SPECIFIC EXCLUSIONS:

CLARIFICATIONS: