

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT

THIS CONTRACT, entered into as of the _____ day of _____ 20____ by and between THE BOEING COMPANY, (herein called "Boeing") and _____ (herein called "A&E").

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - PROJECT DESCRIPTION

- A. A&E shall furnish the design services specified herein for the project to be located on property described as _____. Such Services will be performed by A&E in accordance with the provisions of Exhibit "A", attached hereto and made a part hereof, designated ____, dated _____ and in any event shall be suited to Boeing needs.
- B. The total estimated construction cost of the project described in Exhibit "A" is \$_____, reason to believe that the joint estimate will be exceeded, Boeing shall immediately be informed in writing of A&E's revised estimate. Approval or disapproval of the revised joint estimate shall be by written notice from a Boeing representative for administration of this Contract. If such revised estimate is disapproved, A&E shall, except as Boeing may otherwise direct, amend the final documents, all without additional cost or expense to Boeing, so that Boeing can obtain a bid or bids from contractors based thereon and on its standard provisions at a fixed-price equal to or less than the joint estimate.
- C. A&E shall promptly advise Boeing at all times prior to completion or work by A&E under this Contract of all facts or circumstances which may change the function, cost, or schedule for the project. Minutes of all conferences held during the progress of work hereunder shall be prepared by A&E and submitted to the Boeing representative for administration of this Contract for approval.
- D. The A&E's services shall include, but not be limited to, furnishing complete contract documents consisting of, but not limited to, all necessary drawings, plans, specifications, calculations, and cost estimates in such detail as to guarantee that Boeing will be able to have the project constructed economically by a Boeing selected builder for a cost not in excess of the joint estimate and otherwise in accordance with all the provisions of this Contract.

ARTICLE II - CONSIDERATION AND PAYMENT

- A. A&E shall perform all work, and furnish all items specified in this Contract for a fixed professional fee of \$ _____.
- B. Upon completion of each phase of the work described in Exhibit "All hereof and its acceptance by Boeing, A&E shall be paid, upon submission of properly certified invoices or vouchers, the percentage of the fixed professional fee attributable thereto noted below, less deductions, if any.
- C. Invoice shall be submitted to: _____ and shall bear the following certification signed by A&E or a responsible officer:

"I hereby certify that this billing is correct and just, that all provisions of the Contract have been complied with, and that payment therefor has not been received."

ARTICLE III - ASSIGNMENT AND SUBCONTRACTING

Performance of work under this Contract may not be subcontracted in whole nor assigned without, in each case, the prior written consent of Boeing.

ARTICLE IV - APPLICABLE LAWS

A&E warrants that work done under this Contract will be performed in compliance with all applicable laws, rules, regulations, ordinances, deed restrictions and building codes.

ARTICLE V – REGULATIONS

- A. Movement of personnel, equipment, and tools on and off property site referred to in Article I above and while on the site shall be in accordance with Boeing plant security and safety regulations. Copies of such regulations will be made available to A&E by Boeing upon request.
- B. If A&E is assigned a working area, it shall be A&E'S responsibility to conform to good housekeeping rules' including all Boeing and other applicable rules and regulations by keeping the working area, as well as the designated area assigned to A&E for storage of material and equipment to be used in the performance of its work, in a clean, neat and orderly condition.
- C. A&E will be required to observe all Boeing and other applicable safety regulations for the protection of property and personnel.

ARTICLE VI – CHANGES

- A. Boeing may at any time, by written notice to A&E, make changes in, or additions to, the specifications, require additional work or services, or direct the omission of work or services covered by this Contract. If any such change or requirement causes an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and this Contract shall be modified in writing accordingly. Any claim by A&E for adjustment under this clause must be asserted within ten (10) days from the date of receipt by A&E of the written notice, provided, however, that Boeing may at its discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Nothing, however, in this clause shall excuse A&E from proceeding with the Contract as changed. A&E shall make no additions, changes or alterations in A&E'S work after it has been accepted by Boeing except with the prior written approval of Boeing.
- B. No change agreement or change notice to this Contract shall be binding on either A&E or Boeing unless in writing signed by the Boeing Vice President - Electronics Operations Support, Director - Subcontract Management, Director - Materiel & Systems, Division Vice President -Material, Division Director - Material, or Manager - Material.

ARTICLE VII – SPECIFICATIONS

At the time this Contract is entered into, Boeing shall furnish specimen copies of the construction contract it proposes to use when contracting with the builder for construction of the project to guide A&E in writing specifications. Such specifications shall not duplicate the provisions of such construction contract and shall otherwise be consistent therewith.

ARTICLE VIII - REPORTS

A&E will furnish all reports required hereunder in such form and detail as may be reasonably required by Boeing.

ARTICLE IX - EXCUSABLE DELAYS

Neither party shall be liable in damages for failure to perform under this Contract due to any causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargo, unusually severe weather and (unless the materials, supplies, or services to be furnished under a subcontract are procurable on the open market) delay of a subcontractor due to such causes. A&E will notify Boeing in writing within ten (10) days after the beginning of any such cause.

ARTICLE X - DEFAULT

If A&E fails to comply with any of the provisions hereof and if A&E does not cure such default within a period of ten (10) days after written notice thereof from Boeing, or if A&E becomes the subject of a proceeding under state or federal law for relief of debtors, Boeing shall have the right, at its option, in addition to any other rights it may have at law, equity or under this Contract, to terminate this Contract in whole or in part by written notice to A&E.

ARTICLE XI – TERMINATION

Without limiting any rights which Boeing may have by reason of any default by A&E hereunder, Boeing reserves the right to terminate this Contract in whole or in part at its convenience by notice to A&E. In such event, Boeing shall compensate A&E, subject to deduction for previous payments, (i) by reimbursing A&E for all actual expenditures and costs approved by Boeing as having been reasonable and made or incurred in performing under this Contract, (ii) by reimbursing A&E for all expenditures made and costs incurred with Boeing prior written approval in settling or discharging outstanding commitments entered into by A&E in performing under this Contract, and (iii) by paying A&E as profits, insofar as a profit is realized hereunder, an amount equal to the estimated profit on the entire Contract multiplied by the percentage of completion of the work as of the date of said notice. In no event, however, will the compensation of A&E exceed the total Contract price less payments previously made, if any, and less the Contract price of work not terminated. Upon receipt of said notice, A&E shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this Contract, (ii) immediately cancel all existing orders and subcontracts made hereunder, and (iii) immediately transfer to Boeing all plans, drawings, specifications and other information produced by A&E in connection with the performance of this Contract for use in connection therewith. Notice of termination shall be given by telegraph or other writing.

ARTICLE XII - DESIGN RIGHTS

- A. As a part of this Contract, without additional compensation, and notwithstanding any termination of this Contract, A&E agrees to and does hereby sell, assign, and transfer to Boeing, its successors, customers and assigns, the entire right, title and interest in and to any and all inventions, discoveries or improvements which are conceived or first actually reduced to practice in the performance of this Contract; and to all applications for and Letters Patent covering the same as well as any reissues, divisions, and extensions of said applications or Letters Patent. A&E further agrees to furnish Boeing with complete information on each such invention, discovery or improvement, and to make, execute and deliver to Boeing any and all patents or patent applications, as well as all papers, documents, affidavits, statements or other instruments in such form, terms and contents as required by Boeing in, or incident to, the prosecution of any and all applications for patent filed by A&E or Boeing with respect to such inventions, discoveries, or improvements, or in the adjustment or settlement of any interference or other acts or proceedings in which such applications may become involved and A&E agrees that it will aid Boeing in every way in protecting inventions, discoveries or improvements as may be required by Boeing, except that any expense arising through extending such assistance will be paid by Boeing after proper arrangement with A&E. With respect to any invention, discovery or improvement owned by A&E and which is not conceived or first actually reduced to practice in the performance of this Contract but which is described in the information or incorporated in the articles or processes furnished under this Contract, A&E grants Boeing a royalty-free, non-exclusive, irrevocable license to make, have made, use and sell throughout the world.
- B. Subject to the provisions of paragraph A, all data and information (including computer software, computer data bases, computer software documentation, specifications, designs, drawings, reports, blueprints, and the like) emanating from the performance of work under this Contract and data and information which are called for, specified to be delivered or which are in fact, delivered pursuant to this Contract shall be the property of A&E provided, however, Boeing shall have full rights for use, reproduction, and access at all reasonable times even though custody of the documents and their maintenance and safekeeping shall be the responsibility of A&E.

ARTICLE XIII - RELEASE OF NEWS INFORMATION AND ADVERTISING

A&E shall not, without prior written consent from the Boeing representative for administration of this Contract: (a) make any news release, public announcement, denial or confirmation of some or any part of the subject matter of this Contract, or any phase of any program hereunder; or (b) in any manner advertise or publish the fact that Boeing has entered into a contract with A&E.

ARTICLE XIV -INSURANCE INDEMNITY

- A. A&E shall carry Workmen's Compensation and Public Liability insurance, and shall require subcontractors hereunder to carry such insurance.
- B. A&E hereby indemnities and holds Boeing, its agents and employees, harmless against any claims, actions or demands against Boeing, its agents and employees and against any damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any property, arising out of the negligence or willful acts of the A&E, A&E's subcontractors or anyone directly or indirectly employed by them.

ARTICLE XV - PROFESSIONAL LIABILITY

A&E agrees that all services performed hereunder by A&E, its employees and agents shall be performed by persons who are experienced and highly skilled in their professions and in accordance with high standards of workmanship in their field. A&E further agrees that all work hereunder will be fit and sufficient for the purpose intended. A&E shall be liable for all loss or damage to Boeing, its directors, officers, agents, employees, and customers arising from its failure to comply with any provision hereof, and from any negligent act, error or omission of A&E, its agents and employees. Boeing may, at its option, by contract or otherwise, replace or correct any defective materials or conditions resulting from said failures, acts, errors and omissions and recover the cost thereof from A&E. A&E shall, within ten (10) days of the date hereof furnish a copy of all policies issued to A&E by any responsible and solvent insurance company covering errors, omissions or negligent acts of A&E.

ARTICLE XVI - NOTICE TO BOEING OF LABOR DISPUTES

- A. When A&E has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract or any other related contract, A&E shall immediately give notice thereof, including all relevant information with respect thereto, to Boeing.
- B. A&E agrees to insert the substance of this clause, including this paragraph B, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subcontractor shall immediately notify A&E of all relevant information with respect to such dispute.

ARTICLE XVII - EFFECT OF INVALIDITY

The invalidity in whole or in part of any provisions hereof shall not affect the validity of any other provision.

ARTICLE XVIII - PATENT AND DATA RIGHTS

Notwithstanding any other provision hereof, in the event this Contract is placed under a Government contract, the provisions of the "Patent and Data Provisions" Flysheet attached hereto are made a part hereof.

ARTICLE XIX - REPRESENTATIVES AND TECHNICAL ASSISTANCE

- A. The below-listed representatives shall be available at all reasonable times and shall have the authority to act on behalf of their employer except the Boeing representatives shall not have the authority to act in any manner which would result in an increase or decrease of the scope of work or of the price of this Contract or which would otherwise change the provisions of this Contract. Boeing shall furnish such information and technical assistance to A&E as shall be reasonably required in connection with the A&E's work hereunder. However, no such information or assistance shall relieve A&E of its responsibility for the furnishing of a design in accordance with all the provisions of this Contract, constitute an acceptance of A&E's work, nor relieve A&E of any of its obligations under this Contract.

B. The Boeing representative for administration of this Contract is:

_____ (Buyer).

C. The Boeing representative for architectural and/or engineering design is:

_____ (Project Engineer).

D. A&E's Project Engineer responsible for contract performance is:

_____ (Project Engineer).

ARTICLE XX - ALTERATIONS IN CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract as of the date first above written.

A&E _____

THE BOEING COMPANY

By _____

By

Title _____

Title