

**BOEING INDIRECT SUPPLY CHAIN
FIXED PRICE
DESIGN SERVICES**

**CONTRACT FORM
Rev Date 07/10**

CONTRACT NUMBER: _____

PROJECT TITLE: _____

LOCATION: _____

This Fixed Price Design Contract made this _____ day of _____, year _____, by and between The Boeing Company, a Delaware Corporation with its headquarters at 100 N. Riverside Drive, Chicago, Illinois 60606 (hereinafter referred to as "Boeing") and _____ a _____ (e.g., partnership or corporation), if a corporation, note state of incorporation _____ with offices at _____ (hereinafter referred to as "Licensed Design Professional").

WITNESSETH

WHEREAS, Boeing requires architectural services called for herein; and

WHEREAS, Licensed Design Professional represents that it is properly licensed and that it has the experience and ability to perform such Services; and

WHEREAS, Boeing and Licensed Design Professional desire to enter into this Agreement setting forth the terms under which Licensed Design Professional will, as requested perform such services;

NOW, THEREFORE, Boeing and Licensed Design Professional hereby agree as follows:

1. DEFINITIONS

The capitalized terms used but not defined herein shall have the meaning set forth in the Boeing Indirect Supply Chain ("ISC") Design Services General Provisions.

2. CONTRACT DOCUMENTS

1.1 The following documents are by this reference made a part of this Contract. These documents, together with this Contract Form and any subsequent Amendments and Change Orders thereto, constitute the entire Contract and are hereinafter referred to collectively as the "Contract" or "Contract Documents." In addition, in the event of any inconsistency within or relating to this Contract, the following order of precedence (set forth in descending order) will apply:

- a. "Fixed Price Design Services Contract Form" dated _____
- b. "Special Conditions" dated _____ (Exh. J).
- c. "State Supplement" for Washington State dated _____ (Exh. B).
- d. "Pricing Supplement for Fixed Price Design Services Contract" dated _____ (Exh. C).
- e. "Boeing Indirect Supply Chain Design Services General Provisions" dated _____ (with Attachment A, Boeing Service Provider Manual) _____ (Exh. A).
- f. "Addendum" dated _____ (Exh. ?).
- g. "Design Criteria" dated _____ (Exh. D).
- h. "Scope of Services" dated _____ (Exh. E).
- i. "Schedule of Labor Rates" dated _____ (Exh. F).
- j. "Schedule" dated _____ (Exh. G).
- k. "Licensed Design Professional's Key Personnel" dated _____ (Exh. H).

1.2 The rates in Exhibit F will be effective for the term of this Agreement unless amended in writing by mutual agreement.

3. STATEMENT OF WORK

This Contract shall be used only for Services as defined in Clause 2.2 of Exhibit A and in accordance with Exhibit E – Scope of Services.

4. TERM AND EXTENT OF AGREEMENT

The term of this Agreement shall commence on _____ on which date Licensed Design Professional shall commence performing the activities set forth in Clause 2.2 of Exhibit A and Exhibit E – Scope of Services and shall be completed no later than _____.

5. AUTHORIZED REPRESENTATIVES

In accordance with Clause 2.4 (Licensed Design Professional Representatives) and Clause 3.1 (Boeing Representatives) of the Boeing ISC Design Services General Provisions:

- a. The Boeing Construction Administrator, for purposes of administration of the Contract, is _____. The Boeing Construction Administrator can be contacted as follows:

Address: _____

Telephone: _____

E-mail: _____

- b. The Boeing Authorized Purchasing Representative is _____. The Boeing Authorized Purchasing Representative can be contacted as follows:

Address: _____

Telephone: _____

E-mail: _____

- c. Licensed Design Professional's Representative is _____. The Licensed Design Professional's Representative can be contacted as follows:

Address: _____

Telephone: _____

E-mail: _____

6. CONTRACT PRICE

As full compensation for the satisfactory performance by Licensed Design Professional of the Services covered by the Contract, Boeing agrees to pay Licensed Design Professional, at the time(s)

and in the manner provided in the Contract, as set forth below. Unless otherwise authorized by the Boeing Authorized Purchasing Representative, Contractor shall not exceed the Total Contract Price.

Base Bid _____ and no/100 Dollars (\$_____).

Note: Clause 7 is optional and not required on all FIXED PRICE DESIGN SERVICES CONTRACTS. Include if applicable.

7. LIMITATION OF BOEING'S OBLIGATION – SUM ALLOTTED (to be completed by Boeing)

In accordance with General Provision Clause 4.6.2, unless and until such amount is increased or decreased in writing by Boeing, the sum allotted to this Contract is:

_____ and no/100 Dollars (\$_____).

8. CHANGE ORDER AND DESIGN DIRECTIVE PRICING

Design Directives and changes pricing shall be per the Schedule of Rates attached to this Contract by exhibit. These rates shall be provided with the original bid and shall apply to all Design Directives and Change Orders pursuant to Clause 4.5 (Changes) of the Boeing ISC Design Services General Provisions. These rates are Not To Exceed (NTE) limits for the duration of this Contract. These rates shall apply to both additive and deductive changes and shall be factored and evaluated into the award decision.

8. ENTIRE AGREEMENT

This Contract Form together with any subsequent Amendments and Change Orders thereto embodies the entire Contract between Boeing and Licensed Design Professional for such 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 Services. Any amendment or modification of any of the terms or conditions of the Contract must be reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective duly authorized representatives on the day and year first above written.

THE BOEING COMPANY

CONTRACTOR

(Through its division Boeing Indirect Supply Chain)

(Through its Authorized Representative)

[Signature]

[Signature]

[Printed Name]

[Printed Name]

[Title]

[Title]

END OF CONTRACT FORM