Sciences Building Addition
Request for Qualifications
February 2018
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>0.0 Introduction</td>
</tr>
<tr>
<td>4</td>
<td>1.0 Background</td>
</tr>
<tr>
<td>6</td>
<td>2.0 Project Description</td>
</tr>
<tr>
<td>12</td>
<td>3.0 Funding</td>
</tr>
<tr>
<td>13</td>
<td>4.0 Options</td>
</tr>
<tr>
<td>14</td>
<td>5.0 Management and Coordination</td>
</tr>
<tr>
<td>15</td>
<td>6.0 Scope of Services</td>
</tr>
<tr>
<td>31</td>
<td>7.0 Proposals</td>
</tr>
<tr>
<td>33</td>
<td>8.0 General Proposals</td>
</tr>
<tr>
<td>35</td>
<td>9.0 Proposal Appendix</td>
</tr>
<tr>
<td>36</td>
<td>10.0 Time for Performance</td>
</tr>
<tr>
<td>40</td>
<td>11.0 Hold Harmless</td>
</tr>
<tr>
<td>42</td>
<td>12.0 Termination and Suspension</td>
</tr>
<tr>
<td>44</td>
<td>13.0 Professional Services Audit</td>
</tr>
<tr>
<td>45</td>
<td>14.0 Compliance with Laws</td>
</tr>
<tr>
<td>46</td>
<td>15.0 Personnel</td>
</tr>
<tr>
<td>47</td>
<td>16.0 Confidentiality</td>
</tr>
<tr>
<td>48</td>
<td>17.0 Construction Contracts</td>
</tr>
<tr>
<td>49</td>
<td>18.0 Consultant’s Forces</td>
</tr>
<tr>
<td>50</td>
<td>19.0 Successors and Assignments</td>
</tr>
<tr>
<td>Page</td>
<td>Section</td>
</tr>
<tr>
<td>------</td>
<td>-----------------</td>
</tr>
<tr>
<td>51</td>
<td>20.0 Ownership of Documents</td>
</tr>
<tr>
<td>52</td>
<td>21.0 Cost/Budget Limitations</td>
</tr>
<tr>
<td>53</td>
<td>22.0 Insurance</td>
</tr>
<tr>
<td>61</td>
<td>23.0 Equal Opportunity/NonDiscrimination</td>
</tr>
</tbody>
</table>
0.0 INTRODUCTION

0.1 This Request for Qualifications is issued for Western Washington University’s Sciences Building Addition project.

0.2 The proposal for this Project must be received by Western Washington University’s Facilities Development & Capital Budget Office (Physical Plant), 915 26th Street, Bellingham, WA 98225-9122, no later than 3:00 PM local time, March 15, 2018.

0.3 There will not be an initial presentation of all proposals. Western Washington University reserves the option to require the presentation of proposals from selected candidates.

0.4 Contracts for service will be developed based on conditions stated in this Request for Qualifications. Submission of a proposal represents a full understanding and agreement with condition’s contained within the Request for Qualifications. Submission of a proposal shall also represent the candidate’s agreement to execute and enter into an Agreement for Services based on terms and conditions contained in this Request for Qualifications.
1.0 BACKGROUND

Western Washington University is one of six state-funded, four-year institutions of higher education. The University is located in Bellingham, a city of approximately 82,000, situated in the northwest corner of Washington State. The University is 90 miles north of Seattle, 55 miles south of Vancouver, B.C., and an hour’s drive from the ski area on 10,778-foot Mount Baker. Western maintains over 60 permanent buildings on a 212-acre campus that sits along Sehome Hill overlooking Bellingham Bay and many of Puget Sound’s San Juan Islands. Sehome Hill Arboretum makes up 38 acres of what is considered by many to be one of the most beautiful college campuses. Among other properties, Western Washington University includes an additional 88 acres of off-campus laboratory and classroom facilities at Shannon Point Marine Center in Anacortes, Washington, and a 9.8-acre student-owned facility at nearby Lake Whatcom.

Since its founding in 1893, Western has grown into a comprehensive university with a Fall 2017 enrollment of over 15,000 full and part-time students, making it the third largest institution of higher education in the state. The University is large enough to offer a wide range of high quality programs and small enough to focus its resources on individual students. Faculty, students and staff work closely together in a uniquely attractive setting to pursue a university education and build career skills on the sound foundation of the arts, humanities, sciences and professional studies.

For ambitious, open-minded learners, Western is the premier undergraduate-centered university that fosters a dynamic collaborative environment at an intimate scale, where students fully engage, reveling in the freedom to develop their intellectual potential and achieve their personal goals.

The University was ranked second for public universities in the 14-state western region, according to 2017 and 2018 U.S. News & World Report college rankings, and as the highest ranking public master’s granting university in the Pacific Northwest 2018 U.S. News & World Report college rankings. U.S. News and World Report also ranked the University as the top-ranked public university of its type in the West on its list of highly ranked universities that operate most efficiently. In addition, Kiplinger’s ranks the University on its 2017 list of 100 Best Values in Public Colleges and Universities.
Western Washington University – *Active Minds Changing Lives.*

For further information about the campus in general, visit the Western Washington University website at:  
http://www.wwu.edu/
2.0 PROJECT DESCRIPTION

This important project will provide laboratory and classroom space to support State-wide goals to expand opportunities in science, technology, engineering and math (STEM) education. Western has experienced unprecedented growth in enrollment for almost every STEM major, and the University continues to develop new degree programs in the STEM field. Western’s existing science instructional space does not meet contemporary performance standards and there is a significant shortfall in available instructional space in general. This situation is compounded by a significant increase in demand for introductory science and mathematics courses from non-STEM majors, and the hiring of new STEM faculty with resulting pressure for faculty support space. Western is at risk of failing to meet student demand while maintaining program quality.

An important element of the project is a program re-evaluation to confirm that the project meets the most critical University needs for STEM education and to meet the project’s fixed project budget TCC of $40,450,000. Western’s primary goal for this project is to develop a cost effective solution that will accommodate the demand for instructional and research space serving STEM education, increasing throughput for STEM education.

All utilities (electricity, telecommunications, water, sanitary sewer, stormwater, steam and / or natural gas) will need to be extended to the site. The project is targeted for LEED Gold certification with emphasis on energy and atmosphere sustainable efficiencies.

At this time, it is anticipated that the project will utilize the GC/CM procurement method, including MC/CM and EC/CM, due to the size, complexity and phasing requirements of the project. The design consultant will participate in the development of the GC/CM RFQ documentation and selection process.

The goal is to construct a building with the best value to the University within the stated budget while meeting or exceeding the technical program requirements and also meeting the project schedule. Final approval of the design consultant contract is to be made by the WWU Board of Trustees at their June 2018 meeting. Funding for the project
will be provided through State appropriated capital funds. Construction and equipment funding will be sought in the 2019-21 biennium. Final approval of the construction contract is to be made by the WWU Board of Trustees at their October 2019 meeting. Construction completion and final occupancy is scheduled for Fall 2021.

For more specific information please view the Sciences Building Addition information at:

https://www.wwu.edu/wwuarchitect/consultants/index.shtml

And look for Current Request for Consultant Qualifications/Science Building Addition RFQ

Architectural and engineering design and construction administrative services are required through the design, bidding and construction phases.

2.1 The design phase of the project is intended to include the following processes:

.11 To accomplish this project with an architect/engineer group or with more than one design team in a joint venture. The project is expected to utilize a GC/CM procurement method and consultant will participate in the GC/CM request for proposal development and selection process.

.12 To utilize a design process for the project including the following design phases:

.121 Program Updating and Refinement
.122 Facility Site Analysis & Confirmation
.123 GC/CM Selection Process Participation
.123 Schematic Design
.124 Design Development
.125 Construction Documentation
.126 Bidding
.127 Construction Administration
.128 Project Closeout
To employ a design team offering a full range of design phase services and products, including planning, programming, design and construction drawings, engineering services, bidding assistance, and construction contract development and administration.

To produce all products in close cooperation with University staff and administrative personnel.

To design in strict and complete compliance with all applicable University standards and guidelines, local, state, Federal and national fire and building codes and performance criteria.

The team selected for this project will be expected to provide the following generalized services within the base fee:

Work with University representatives to develop a building program based on the WWU STEM Space Optimization Study (scheduled to be complete June 30, 2018). The intent of the project is to develop a program that meets the project budget and increases the University throughput for STEM education. This phase will include site analysis and estimating to assure that the project can meet the University’s budget.

Provide design services to include program development, facility site analysis and confirmation, schematic design plans, detailed design development drawings and schematic and design development civil, landscape, architectural, interior design, acoustical, structural, mechanical, plumbing, electrical, controls/alarms, communications, and equipment. NOTE: this project has been selected as a pilot project for the Buy Clean Washington Act.

The Architect team will work with the Owner and GC/CM, MC/CM and EC/CM team...
throughout the term of this project in a collaborative and proactive manner to deliver a project that meets the program, schedule and budget goals of the Owner. The Architect team will work with the GC/CM, MC/CM and EC/CM team at a minimum, in the following areas: value engineering and assessing alternative construction options for cost reductions to achieve the Construction Budget; cost estimating; determining construction feasibility and constructability; site logistics; determining subcontract bid packages; sequencing of work and scheduling.

24 Prepare detailed construction drawings and specifications for all aspects of the project.

25 Provide continual cost model review as well as construction cost estimates at each phase of design and work with Owner and GC/CM to reconcile estimate differences.

26 Assist the University and GC/CM, MC/CM and EC/CM in the preparation of bidding documents and bid advertising. Assist in the solicitation of qualified bidders, and make recommendations to the University regarding bidders’ qualifications. May attend all pre-bid meetings.

27 Provide construction contract administration services, including regular site inspections, tracking of expenditures, shop-drawing processing and checking; the processing of payment applications, field directives, additional or extra orders, other similar documents; and make final reviews and deficiency inspections.

28 Attend all meetings associated with the project, including programming meetings, Facilities Management meetings, other University Committee sessions, permitting meetings, pre-bid and preconstruction meetings, meetings with GC/CM, MC/CM and EC/CM meetings with regulating agencies
and authorities, and all other public or private meetings as requested by the University and on behalf of the University.

.29 Provide equipment planning and design services as part of basic services, including measuring and documentation of existing equipment for reuse and coordination with University staff and any consultants, regarding the selection of new items of equipment (including casework and millwork). Verify dimensional, electrical, mechanical, structural, shielding, vibration, access, acoustical and plumbing adequacy of all designed spaces for the accommodation of equipment.

2.3 The team selected for this project will be expected to conduct and perform services in the following manner:

.31 Thoroughly document findings in a manner suitable for use by the University.

.32 Report to the University during all phases of the work.

.33 Coordinate all work with the University.

.34 Prepare graphic and narrative materials necessary for presentation to University groups, governmental and quasi-governmental agencies, and community groups.

.35 Coordinate work with other consultants as needed and/or as determined necessary by the University.

.36 Meet with committees, GC/CM, MC/CM and EC/CM, area planning agencies, local, Federal and State agencies, as required.

.37 Review all reports and drawings in rough draft stage with the University’s Facilities Development & Capital Budget staff, prior to their formal submission to the University.
.38 Revise all reports and drawings as directed by the University prior to final printing and submission to the University.

.39 All documentation must provide the basis, source and methodology for arriving at all estimates, projections and assumptions.
3.0 FUNDING

3.1 Funding will be provided through State appropriated capital project funds.

.11 The funding for the design phase of this project has been approved by the legislature in the 2017-2019 biennium.

.12 Construction and equipment funding will be sought in the 2019-21 biennium.
4.0 OPTIONS

4.1 The University reserves and holds at its discretion the following rights and options:

.11 To reject any and all proposals.

.12 To issue subsequent Requests for Qualifications.

.13 Not to award a contract from the submitted proposals.

.14 Not to enter into a contract for any portion of the work.

.15 To approve, disapprove, or cancel any or all work to be undertaken.

.16 University may ask prime consultant to revise subconsultants.
5.0 MANAGEMENT AND COORDINATION

5.1 The selected consultant(s) shall be responsive to Western Washington University’s Facilities Development & Capital Budget Staff in the performance of all work authorized in the proposed agreement.

5.2 The selected consultant(s) shall coordinate all phases of work outlined with Western Washington University’s Facilities Development & Capital Budget staff.

5.3 e-Builder Administration: Western has recently implemented using e-Builder project management software. The consultant shall be required to manage the project using e-Builder. e-Builder is a web-based project management tool. All licenses are owned by the University and accounts will be distributed upon award.

5.4 All work coordination, administration or management of services shall be subject to the options outlined in Section 4.1.
6.0 SCOPE OF SERVICES

6.1 GENERAL STATEMENT

The University intends to select firms or groups of firms in joint venture to provide full architectural and engineering services for this project, including all services listed under 6.0 through 6.5322 inclusively.

.11 The selected consultant(s) will be expected to observe the following procedures in the performance of work set forth in this section. All work will additionally be subject to the provisions of Section 2.3.

.111 Provide on a weekly basis, notes of all project related meetings.

.12 The selected consultant’s fees, as set forth in Section 10, shall be paid in monthly payments according to the percentages assigned to each service as shown in this section and outlined below.

6.2 PROGRAM UPDATING AND REFINEMENT SERVICES (2%)

The selected consultant(s) will provide the following services during the Program Updating and Refinement phase:

.21 Work with University representatives to develop a building program based on the WWU STEM Space Optimization Study (scheduled to be complete June 30, 2018). The intent of the project is to develop a program that meets the project budget and increases the University throughput for STEM education. This phase will include site analysis and estimating to assure that the project can meet the University’s budget.

.211 Arrangement for and coordination of any additional site surveys.
.212 Documentation of existing utilities services to the site and on the site.

.213 Coordination of University requirements including competitive bidding requirements, square footage utilization parameters, cost guidelines, handicapped accessibility criteria, GC/CM insurance and bonding requirements, purchasing guidelines, payment policies, and other specific regulations and rules governing University construction projects.

.214 Measurement and procurement of other requirements for items of fixed and moveable equipment intended for re-use in the facility.

.22 The program must include the goals or aims and objectives of the project, facts pertaining to the project, concepts by which to implement the project, goals and needs which will reflect all spaces inside the facility, functional relationships between rooms and spaces, required generic items of furnishings/equipment, storage area notations, and all other applicable operational guidelines. Include a detailed list of approved program spaces.

.23 Coordinate a Sustainable Charrette information and develop a plan to assure that project achieves a minimum of a LEED Gold rating.

.24 Prepare a detailed project schedule for the design and bidding phases and a schematic construction schedule.

.25 Prepare cost alternatives to meet budgetary limitations.

.251 Consultant(s) does not guarantee any estimate of the construction cost prepared by the consultant(s) nor
assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project; however, it shall represent the consultant's best judgment as a design professional familiar with the construction industry, of the cost the University should expect to pay for the construction, not including State of Washington Sales Tax, furnishings, Owner's Project contingency funds, consultant services compensation, or other items in Owner's Project budget. The consultant(s) shall notify Owner in writing at any time the estimated cost of construction exceeds the Maximum Allowable Construction Cost. Architect's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost so that it does not exceed the Maximum Allowable Construction Cost.

.252 The consultant's submittals at each phase shall correlate with the plans and specifications and shall have sufficient detail and clarity required for the University's review. A review by the University shall not relieve the consultant(s) of any responsibility for the completeness, quality, and accuracy of the submittals.

.26 Make presentations of site investigations and program update to steering committee, president’s council, and Western Board of Trustees.

.27 Obtain user and staff “sign-off” approval for the facility site and the updated and refined program as directed by Facilities Development & Capital Budget staff.
Revise all work within this phase as necessary to achieve cost and space budgets or as directed by the University.

6.3 DESIGN SERVICES (69%)

The Owner will have a separate agreement with the GC/CM; the Architect is to design the facility. Both the GC/CM and the Architect shall be given directions by the Owner. The relationship between the GC/CM, MC/CM, EC/CM and the Architect is intended to be cooperative and proactive, both participating on the same team with the Owner. The selected consultant(s) shall perform the full range of civil, landscape, architectural, acoustical, interior design, structural, mechanical, plumbing, electrical, controls/alarms and communications design services, including but not limited to the following:

.31 SCHEMATIC DESIGN SERVICES (14%)

.3101 Create scaled schematic design floor plans.

.3102 Provide schematic design building elevations and site plans.

.3103 Provide schematic civil, landscape, architectural, interior design, acoustical, structural, mechanical, plumbing, electrical, controls/alarms and communications diagrams.

.3104 Provide cost estimates for the entire project during the phase and at the end of the phase.

.3105 Provide outline specifications for the project.

.3106 Provide an updated project schedule at the end of the phase.

.3107 Submit notes of all meetings to Facilities Development & Capital
Budget staff, weekly, and at the end of the phase.

.3108 Furnish a detailed comparison of square footages between schematic design floor plans and approved program.

.3109 Submit report documenting LEED process necessary to assure a minimum of LEED Gold rating, including State required forms.

.3110 Furnish a massing model showing adjacent facilities and campus features.

.3111 If necessary, complete application forms for submittal of this project under the guidelines of the City of Bellingham’s Planned Development Contract process. (Obtain written confirmation of necessity from City of Bellingham.) Prepare all documents and facilitate the required neighborhood meetings. City may require presentation to City of Bellingham Technical Review Committee and Planning Commission.

.3112 Prepare an assessment of the project’s compliance with the Owner’s Institutional Master Plan, Environmental Impact Statement (EIS). Prepare an environmental checklist in accordance with SEPA and local governing authorities. Recommend to Owner the issuance of either a Determination of Non-Significance (DNS) or Determination of Significance (DS).

.3114 Meet with University staff, users, and administration as required to obtain “sign-off” approvals of design development plans and specifications. All disciplines to participate in review process meetings and feedback loops.

.3115 Make presentations of schematic design to steering committee, campus community, president’s council, and Western Board of Trustees.

Revise all work within this phase as necessary to achieve budget or as directed by the University.

.32 DESIGN DEVELOPMENT SERVICES (20%)

.3201 Provide approved detailed design development floor plans, elevations, enlarged floor plans, and miscellaneous details for presentation to University staff and users. Such plans should provide for all disciplines involved with the project.

.3202 Utilize Building Information Modeling (BIM) process in 3D format to assure building system structural/mechanical/electrical design routing without clashes.

.3203 Provide approved detailed “room data sheets” for each room, drawn to ¼” equals 1'-0” scale, showing location and number of all items of fixed equipment, millwork, casework, furnishings, electrical switches and outlets, plumbing fixtures, ventilators, mechanical shafts, doors, windows, lighting, and all other special requirements for each room, as appropriate.
.3204  Provide a detailed construction cost estimate during and at the end of the phase.

No adjustments that would increase the Maximum Allowable Construction Cost will be considered after approval by the University of the Design Development Documents, except by amendment at the sole discretion of the Owner.

.3205  Update the project schedule.

.3206  Document and make final verification of equipment to be re-used. Coordinate with University staff and consultants to obtain correct dimensional and service requirements for new items of fixed and moveable equipment to be purchased.

.3207  Submit notes of all meetings to Facilities Development & Capital Budget staff, weekly and at the end of the phase.

.3208  Verify, at a minimum, two schemes of preliminary materials, color, and finishes (interior, exterior, and furnishings) selections with Facilities Management staff prior to meeting with other University staff and users.

.3209  Provide outline specifications and rough-draft final specifications for the project.

.3210  Submit updated report documenting LEED process necessary to assure a minimum of LEED Gold rating, including State reporting forms.

.3211  Develop specification requirements to meet the Buy Clean Washington Act.
.3212 Meet with University staff, users, and administration as required to obtain “sign-off” approvals of design development plans and specifications. All disciplines to participate in review process meetings and feedback loops.

.3213 Submit model and professional quality renderings of the proposed facility as designed both exterior and of one primary interior space of the project on a minimum 18” x 24” image.

.3214 Submit documents to all agencies to assure compliance of all recommendations with codes, licensing standards and all regulatory, review, or voluntary agencies, whether mandatory or discretionary. Obtain written approvals from code agencies.

.3215 Make presentations of design development design to steering committee, campus community, president’s council, and Western Board of Trustees.

.33 CONSTRUCTION DOCUMENTATION SERVICES (35%)

.3301 Prepare detailed construction drawings for all construction and demolition related to this project, including all disciplines involved and all equipment drawings for a single or multiple bid packages.

.3302 Utilize Building Information Modeling (BIM) process in 3D format to assure building systems structural/mechanical/electrical design routing without clashes

.3302 Prepare detailed project specifications to include University policies and procedures related to construction
contracts for this project in a single or multiple bid packages.

.3303 Update the project schedule.

.3304 Submit notes of all meetings to Facilities Development & Capital Budget staff, weekly and at the end of the phase.

.3305 Submit final materials, color, and finishes (interior, exterior, and furnishings) selections with Facilities Development & Capital Budget staff prior to meeting with other University staff and users.

.3306 Meet with University staff, users, and administration as required to obtain “sign-off” approvals of construction documentation phase plans and specifications. All disciplines to participate in review process meetings and feedback loops.

.3307 Submit professional quality model and renderings of the proposed facility as designed both exterior and of one primary interior space of the project on a minimum 18” x 24” image.

.3308 Prepare detailed construction cost estimates based on 90% completion of the Construction Documentation phase for this project. Update the cost estimates at the completion of the phase and prior to bidding each package.

.3309 Submit report documenting LEED process necessary to assure a minimum of LEED Gold rating, including State required forms.

.3310 Expedite building permits for the project, together with all other required
permits and approvals required for construction. Obtain written approvals from code agencies.

.3311 Make presentations of construction document design to steering committee, university community, president’s council, and Western Board of Trustees.

6.4 BIDDING AND CONSTRUCTION
ADMINISTRATION SERVICES (29%)

The selected consultant(s) shall perform a full range of Bidding and Construction phase services, including but not limited to the following:

.41 BIDDING SERVICES (2%)

.411 The Consultant shall submit the following documents to the GC/CM; general conditions; technical specifications; and construction drawings. The GC/CM will then be responsible for putting together the entire document for each bid package.

.412 Consultant and its subconsultants shall attend subcontract pre-bid meetings, prepare addenda to be issued by GC/CM, and generally assist Owner and GC/CM in managing the bid process as requested.

.413 Consultant shall participate with Owner and GC/CM in evaluation of the sub-bids.

.414 Consultant and its subconsultants shall prepare a conformed set of Construction Documents including all addenda at the completion of the Bidding Phase.
CONSTRUCTION PHASE SERVICES
(25%)

For each bid package:

.4201 Conduct pre-construction conference(s).

.4202 Review and approve GC/CM submissions required for start of construction, including:

-.42021 Payment and performance bonds and other required bonds and certificates.
-.42022 Required insurance coverage.
-.42023 Subcontractor bonding.
-.42024 Construction schedule(s).
-.42025 Statement of compliance with University policies.
-.42026 GC/CM schedule of values.
-.42027 List of all subcontractors.
-.42028 GC/CM’s list of firms own forces involved in the project in managerial and/or supervisory capacities.

.4203 Conduct weekly construction progress meetings and provide notes within 48 hours of each meeting.

.4204 Visit work-site weekly, as a representative of the Owner, to generally observe the course of construction. Submit field reports to the University for each such site visit. Subconsultants to also visit weekly during phases where their work is involved.
.4205 Verify that GC/CM is documenting all necessary LEED items as required for submission to USGBC.

.4206 Assist the University in issuing formal notices to proceed to the (all) contractor(s).

.4207 Review, comment-on, approve, maintain logs and process shop drawings for all installations requiring such.

.4208 Review for approval and process GC/CM’s Applications for Payment at periods consistent with the construction contract(s).

.4209 Initiate, review, and/or process and keep logs of all appropriate change orders, field directives, requests for clarifications, work substitutions, and other documentation affecting project scope, cost or completion date.

.4210 Review, approve and submit to the University copies of all construction permits and authorizations.

.4211 Administer all project allowances as may be created.

.43 PROJECT CLOSEOUT (2%)

For each bid package:

Obtain, process, and submit to the University all items related to the closing-out of the construction project, including:

.4301 Final punch lists (created by Architect).

.4302 "As-built” record drawings (created by Architect).
.4303 Substantial Completion and Final Completion certificates.

.4304 Certificates of Occupancy.

.4305 Permits and compliance letters.

.4306 Final Application(s) for Payment.

.4307 GC/CM and subcontractor guaranties and warranties.

.4308 Manuals and brochures covering the use and operation of items of equipment, as set forth in the Specifications.

.4309 GC/CM and subcontractor waivers and releases of lien.

.4310 Additional replacement materials as set forth in the Specifications.

.4311 Assist University in submitting LEED documentation to USGBC for certification.

.4312 During the warranty period set forth in the Construction Contract, the consultant(s) shall assist Owner in identifying defects in the Project, determine corrective measures, and assist Owner in implementing corrective measures as required under the terms of the Construction Contract.

.4313 The consultant(s) shall periodically, but no less frequently than during the eleventh month following Final
Completion, conduct inspections of the Project and prepare and submit to Owner reports of all Work not in compliance with the warranties set forth in the Construction Contract. Such reports shall include written recommendations to Owner for correction of any identified deficiencies in compliance.

6.5 DOCUMENTATION

.51 PROCESS

.511 Submit all reports and drawings in the rough draft form to Western Washington University’s Facilities Development & Capital Budget office for review prior to their formal submission to the University.

.512 Submit all documentation to appropriate user representatives as directed by the University and to the appropriate administrative and departmental representatives.

.513 Revise all reports and drawings as directed by the University prior to final printing and submission.

.52 CONTENT

Documentation for the project will include, but not be limited to, the following:

.521 Design Reports (presented at the end of the Facility Site Analysis & Programming, Schematic Design, and Design Development phases), (10 copies), which includes full-size or reduced copies of:
.5211 All approved and signed schematic design drawings.

.5212 All approved and signed design development drawings.

.5213 Outline specifications and design development phase specifications.

.5214 Approved program.

.5215 All narrative materials associated with Sections 6.2 and 6.3 above.

.522 Construction Documents (presented at the end of the Construction Documentation phase. (12 copies)

Copies of all detailed legal bidding documents as approved by University staff and all governmental or quasi-governmental agencies having jurisdiction over the project, including, but not limited to the following:

.5221 All construction drawings.

.5222 Specifications.

.5223 Building permit and other required permit applications.

.5224 Building permit and other required permits.

.523 Record Drawings (presented after substantial completion of construction). (1 hard copy, 1 electronic copy)

.524 Detailed comparison of program documents and final construction drawings. (10 copies)
.53 FORMAT

All written documents shall be in Microsoft Office electronic media. Provide drawings for all construction and engineering documents in Revit format (*.RVT file format) or AutoCAD drawing format (*.DWG file formats).

All CAD files must meet the following requirements:
• Layers must be setup per AIA Layering Guidelines, Third Edition.
• All externally referenced entities (“XREFS”) must be bound or inserted using relative paths.
• All non-standard fonts, color table (*.CTB), and/or style table files (*.STB) must be provided.
• It is preferred that final drawings are submitted utilizing the eTransmit feature when using AutoCAD.
• Printed sets of plans are to be submitted on 20# bond paper.

The drawings shall be executed on 24” x 36” or approved size sheets, with WWU’s required title block information.

.531 Reports

All written reports, narratives, outline specifications, etc. shall be presented in an 8½” x 11” format, in book form, bound with printed card stock covers as required. All reports shall include a table of contents, page numbers, and references.

.532 Drawings

.5321 Drawings shall be submitted on maximum 24” x 36” sheets, unless pre-approved.

.5322 All plans and drawings will be labeled.
7.0 PROPOSALS

In general, all proposals shall be brief and follow the guidelines established in this section.

.01 Proposals shall be submitted in three parts (INTRODUCTION, GENERAL, AND APPENDIX), each section being clearly separated. Each proposal shall be divided into sections outlined in Sections 7.01, 8.0, and 9.0

.02 Proposals must follow the outline indicated in this section.

.03 Proposals must be concise including summary or introduction letter of interest

.04 Proposals will be considered incomplete and not evaluated if a portion or portions are missing, incomplete, or deleted.

.05 Proposals will become the property of the University upon submission.

.06 Proposals shall be on 8½” x 11” printed pages and separately bound in three-ring binders or combbinders.

.07 A complete submission shall include six (6) individual copies of complete proposals as well as a PDF copy.

.08 The selection criteria will include but not necessarily limited to the following:

.0801 Proximity of the consultants to the project site.

.0802 Qualifications and expertise of consultant team relating to University science projects of this type and complexity, including experience with GC/CM, MC/CM, EC/CM teams and LEED certified sustainable projects.
.0803 Ability to meet this and previous project schedules and stay within the designated project budget.

.0804 Organizational structure’s ability to respond to requirements of this project.

.0805 Organizational plan’s ability to respond to requirements of this project.

.0806 Key personnel experience relating to programming, design and construction for university science projects of this type and complexity, including GC/CM, MC/CM, EC/CM projects and LEED certified projects.

.0807 Firms outreach plan to encourage and utilize MWBE and disadvantaged businesses in public works projects.


.0809 Understanding of the objectives, scope and purpose of the project.

.0810 Ability of the technical plan and schedule to accomplish project.

.0811 Consultant’s listed systems and methods proposed to assure the reliability and quality of the proposed work.
8.0 GENERAL PROPOSAL

This portion of the proposal will be an important factor in the selection process. It should be complete and specific but concise.

.01 The candidate(s) shall submit a map showing their approximate location in relationship to Western Washington University and the project site.

.02 Candidates must have GC/CM experience. Sub-consultants (MEP) must have experience with MC/CM and EC/CM projects. The candidate(s) shall provide complete information about all recent projects (past five years) of a similar nature to the work proposed, stating scope, location, client representative’s name, address, phone number, and duration of work. Indicate which projects utilized a GC/CM, MC/CM, EC/CM process and/or were LEED certified.

.03 The candidate(s) shall provide complete information about similar completed projects with statements attesting to compliance to schedule and budget, and providing the scope, location, proposed and actual budgets, duration, client representative’s name, and references.

.04 The candidate(s) shall provide an organizational structure including identification of principals and/or subsidiary companies or corporations related to the candidate’s firm(s), their office location, number of personnel, and areas of major expertise.

.05 The candidate(s) shall include an organizational plan to indicate management structure for this proposal, together with any contractual relationships with other entities for the performance of this work. Personnel committed to staff this management structure should be identified.
.06 The candidate(s) shall provide names and resumes of key personnel (identified as to technical and/or management) to be assigned to the proposed work, stating the capability of proposed key personnel as demonstrated in past and recent similar projects. Indicate which projects utilized a GC/CM process and/or were LEED certified. In addition, it will be to the candidate’s benefit to show current workload and commitments of proposed key personnel, as related to their capacity to perform work satisfactorily throughout the draft project schedule time frame illustrated in section 11.

.07 The candidate(s) shall submit a statement outlining their experience and familiarity with State of Washington and Western Washington University public works implementation procedures stating scope, location, client representative’s name, address, phone number, and duration of work.

.08 The proposal shall provide a statement of the objectives, scope, and purpose of the project in the candidate’s own words, demonstrating complete comprehension and understanding of the University’s intent and requirements.

.09 A narrative description of the technical plan for accomplishing the project shall be submitted. This element should elaborate on tasks described in Scope of Services, Section 6.0. The work plan should stress methodology, sequencing interrelationships, and procedural innovations to be applied.

.10 Each candidate(s) shall list the systems and methods which will be used to assure the reliability and quality of proposed work.
9.0  PROPOSAL APPENDIX

The candidate(s) shall submit the following information to be used by the University to confirm the candidate(s) capabilities.

.01 The candidate(s) shall submit a non-discrimination statement

.02 The candidate(s) shall submit completed Standard Forms 254 and 255 or Standard Form 330.

.03 The candidate(s) shall submit insurance forms indicating the candidate(s) ability to provide insurance as called for under Section 23.
10.0 TIME FOR PERFORMANCE

As indicated in the draft project schedule:

.01 The consultant(s) will be expected to complete the services called for in Section 6.2 within 32 days from the date on which the candidate receives a notice to proceed from the University for the project.

.02 The consultant(s) will be expected to complete the services called for in Section 6.31 within 74 days from the date on which all documentation from the previous phase has been received, and approval has been granted, by University to proceed to this phase.

.03 The consultant(s) will be expected to complete the services called for in Section 6.32 within 88 days from the date on which all documentation from the previous phase has been received, and approval has been granted, by University to proceed to this phase.

.04 The consultant(s) will be expected to complete the services called for in Section 6.33 within 185 days (including Owner review period) from the date on which all documentation from the previous phase has been received, and approval has been granted, by University to proceed to this phase.

.05 The consultant(s) will be expected to complete the services called for in Section 6.41 within 60 days from the date on which all documentation from the previous phase has been received, and approval has been granted, by University to proceed to this phase.
.06 The consultant(s) will be expected to complete the services called for in Section 6.42 & 6.43 within 605 days from the date on which all documentation from the previous phase has been received, and approval has been granted, by University to proceed to this phase.

.07 Each phase of work (6.2, 6.3, 6.4) must be completed and approved by University prior to the initiation of any successive phase.

.08 The time for each phase of each project may vary according to specific project requirements.

.09 No reductions in time for Owner review periods.

.10 Draft Project Schedule

Feb 20, 2018: Advertise RFQ for Design Team.

Mar 15, 2018: Submittals Due

Mar 29, 2018: Finalized Shortlist Created by Selection Committee

Apr 18-19, 2018: Consultant Interviews

Apr 20, 2018: Selection Committee Finalizes Recommendations

Apr 27, 2018: Consultant Recommendation Accepted

Apr 30, 2018: Start Consultant Contract Negotiations

May 21, 2018: Complete Consultant Contract Negotiations.
Jun 1, 2018: Advertise RFP for GC/CM Services

Jun 15, 2018: WWU BOT Consultant Contract Approval

Jul 2, 2018: Consultant Notice to Proceed & Start Programming Phase

Aug 3, 2018: Complete Facility Program

Aug 3-10, 2018: Review & Approval of Program & Approval to Proceed with Schematic Design

Aug 13, 2018: Start Schematic Design

Sep 10, 2018: GC/CM Preconstruction Services Contract Approved

Oct 26, 2018: Complete Schematic Design

Oct 26 –
Nov 9, 2018: SD Review & Approval to Proceed to DD Phase

Nov 12, 2018: Start Design Development

Feb 8, 2019: Complete Design Development

Feb 8-25, 2019: DD Review Period & Approval to Proceed to CD Phase

Feb 26, 2019: Start Construction Documents Phase

Aug 30, 2019: Complete Construction Documents

Aug 30 –
Sep 20, 2019: CD Review Period

Oct 10, 2019: Complete 100% CD Documents
Oct 11 – Nov 22, 2019  Bidding & GC/CM MACC Negotiation

Dec 13, 2019: WWU BOT Approval of GC/CM Construction GMP

Dec 30, 2019: Notice to Proceed for Construction Phase

May 28, 2021: Substantial Completion

Jun 4 – Aug 27, 2021: Punchlist & Commissioning

Sep 2021: Furniture Install

Oct 2021: Equipment Install

Nov - Dec 2021: Occupancy

Jan 2022: Commence Winter Quarter
11.0 HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from the negligent performance of or failure to perform the contract. “Claim” as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Consultant’s obligation to indemnify, defend, and hold harmless includes any claim by Consultant’s agents, employees, representatives, or any subconsultant or its employees.

To the extent RCW 4.24.115 applies (statute incorporated by reference), Consultant expressly agrees to indemnify and hold harmless Western Washington University for any claim arising out of or incident to Consultant’s or any subconsultant's negligent performance or failure to perform the contract to the extent claim is caused in whole or in part by negligent acts or omissions of Consultant.

Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns.

The terms of this provision shall survive the termination of this contract.

11.1 Any defective designs, Specifications, Drawings or services furnished by the consultant(s) will be promptly corrected by the consultant(s) at no cost to Owner.

11.2 Owner's approval, acceptance, use or payment for all or any part of the consultant’s services or of the Project itself shall in no way alter the consultant’s obligations or Owner's rights hereunder.
11.3 The Consultant(s) hereby represents and warrants to Owner the following:

.31 That the consultant(s) is financially solvent, able to pay the consultant’s debts as they mature and possessed of sufficient working capital to complete the services required and perform the consultant’s obligations hereunder;

.32 That the consultant(s) is able to furnish any of the plant, tools, materials, supplies, equipment and labor required to complete the services required and perform all of the consultant’s obligations hereunder and has sufficient experience and competence to do so;

.33 That the consultant(s) shall comply with all applicable state and local laws, statutes, ordinances, codes, orders, rules and regulations relating to professional registration, licensing and authority to perform all of the consultant’s obligations required to be performed under the Agreement;

.34 That the consultant’s execution of the Agreement and the consultant’s performance thereof is within the consultant’s duly authorized powers.

.35 That the consultant’s duly authorized representative has visited the Project, become familiar with the local conditions under which the services required hereunder are to be performed and correlated the consultant’s observations with all of the requirements of the Contract Documents.
12.0 TERMINATION AND SUSPENSION

In the event of termination or suspension as provided for below, the consultant(s) will provide the University all Construction Drawings, sketches, renderings, models, other reproducible drawings, surveys, reports, photographs, calculations, or other documents prepared by consultant or its consultants under the Agreement, copies of all correspondence and papers received or issued by the consultant(s) and all equipment and publications authorized by the University for purchase shall be delivered to the University upon request and the University shall have the same rights to their use as if the termination or suspension had not occurred.

12.1 TERMINATION FOR CAUSE

If, through any cause, consultant(s) shall fail to fulfill in timely and proper manner consultant’s obligations under the Agreement, or if consultant(s) shall violate any of the covenants, agreements, or stipulations of the Agreement, the University shall thereupon have the right to terminate the Agreement by giving written notice to consultant(s) of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Consultant(s) shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Such equitable compensation shall be based on the value of such work to the University. Notwithstanding the above, consultant(s) shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of the Agreement by consultant(s). The University may withhold reasonable amounts of the payments to consultant(s) for the purpose of offset until such time as the exact amount of damages due the University from the consultant(s) is determined.

12.2 TERMINATION FOR CONVENIENCE

The University may terminate the Agreement at any time by a notice in writing from the University to the consultant(s). If the Agreement is terminated by the
University as provided herein, the consultant(s) shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the consultant(s) covered by the Agreement; provided, however, that if less than thirty-five percent (35%) of the total services covered by the Agreement have been performed upon the effective date of such termination, the consultant(s) shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under the Agreement) incurred by the consultant(s) during the Agreement period for Work authorized by the University which are directly attributable to the uncompleted portion of the services covered by the Agreement.

12.3 SUSPENSION

The University may suspend the Project at its sole discretion. If the Project is suspended by the University for more than 90 consecutive days, the consultant(s) shall be compensated for services performed prior to the notice of suspension, provided the suspension was not caused by the consultant's negligence or wrongful act. The consultant(s) compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the consultant’s services. Upon such resumption, the consultant(s) shall promptly continue with its responsibilities under the Agreement and, if the parties are unable to agree on an equitable adjustment, the consultant(s) shall be paid for any Additional Services caused by the suspension as provided in the Agreement.
13.0 PROFESSIONAL SERVICES AUDIT

The consultant(s) fully understands and agrees to the following:

Final surveys, reports, Contract Drawings and Specifications, and calculations shall be signed and stamped by a landscape architect, architect or engineer licensed in the State of Washington and provided to the University.

Records of the consultant’s payroll, sub-consultant’s payments and Reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis, shall be available to the University or its authorized representatives at mutually convenient times, and shall be retained for six years after final acceptance of the Project.
14.0 COMPLIANCE WITH LAWS

Notwithstanding anything to the contrary in any provisions hereof, selected consultant(s) shall observe, abide by, and perform all of their obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities.
15.0 PERSONNEL

All personnel used by the consultant(s) in the performance of the project shall be qualified by training and experience to perform their assigned tasks. At the request of the University, the consultant(s) shall not use in the performance of the project any person deemed by the University to be incompetent, careless, unqualified to perform the work assigned, or otherwise unsatisfactory to the University.
16.0 CONFIDENTIALITY

The consultant(s) shall treat all information relating to the project and all information supplied to the consultant(s) by the University or its authorized representatives as confidential and proprietary information, and shall not permit its release to other parties or make any public announcement or publicity releases without the University’s written authorization. The consultant(s) shall also require entities under contract to them or in their employ, contractors, and vendors to comply with this requirement.
17.0 CONSTRUCTION CONTRACTS

The consultant(s) shall fully understand and agree that submission of a proposal and execution of an Agreement for Services outlined in the Request for Proposals may result in automatic disqualification or ineligibility for consideration for construction work or “Contractor Contracts” by the consultant(s) and/or any affiliates of the consultant(s) on any project for which consultation work was performed.
18.0 CONSULTANT’S FORCES

The services outlined in this Request for Qualifications shall be performed by the consultant’s own forces, unless otherwise authorized by the University. The employment of, contract with, or use of the services of any other person or firm by the consultant(s) or otherwise, shall be subject to the prior written approval of the University. Such approval shall not be construed as relieving the consultant(s) from any responsibility or liability under the Agreement between the University and any such person or firm.

The consultant(s) warrant that it has not employed any company or person, other than a bona fide employee working solely for the consultant(s), to solicit or secure the Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the consultant(s) any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the University shall have the right to void the Agreement without liability and at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

The consultant(s), all employees of the consultant(s), and other personnel employed by the consultant(s) and providing the services under the Agreement, shall in no way stand to gain financially from the Agreement except through the compensation provisions of the Agreement or through wages, salaries, or bonuses paid by the consultant(s); nor shall they own any interest in any contracting firm, subcontracting firm, or material supplier connected with the project.
19.0 SUCCESSORS AND ASSIGNMENTS

The University and the consultant(s) bind themselves and their successors, executors, administrators and assigns to the other party of the Agreement and the successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement; except as above, the consultant(s) shall not assign, sublet or transfer its interest in the Agreement without the consent of the University. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.
20.0 OWNERSHIP OF DOCUMENTS

The University shall be the absolute and qualified owner of film negatives and positives, plans, layouts, sketches, electronic documents and other documents prepared pursuant to the Agreement by the consultant(s) with the same force and effect as if the University prepared the same. Copies of all completed or partially completed film negatives and positives, plans, layouts, sketches, electronic documents and other documents prepared pursuant to the Agreement shall be delivered to the University when and if the Agreement is terminated or upon completion of the Agreement, whichever occurs first. The consultant(s) may retain one (1) set of reproducible copies of such documents and such copies shall be for the consultant’s sole use in preparation of studies or reports for the University only. The consultant(s) is expressly prohibited from selling, licensing, exhibiting, or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other party, without the express written permission of the University.
21.0 COST/BUDGET LIMITATIONS

The consultant(s) clearly understands and agrees that in the event the construction cost estimates and/or bids obtained for this project exceed the amount specified in the Agreement, then it shall be the responsibility of the consultant(s) to immediately modify, and/or revise any or all portions of the work so as to bring about the accomplishment of the project within such limits as a part of Basic Services. The revised documents will follow all procedures for approval required in the Agreement.
22.0 INSURANCE

22.1 GENERAL INSURANCE REQUIREMENTS

.101 Consultant shall, at all times during the term of the contract at its cost and expense, buy and maintain insurance of the types and amounts listed below through sources approved by the Washington State’s Insurance Commissioner pursuant to Title 48 RCW. Failure to buy and maintain the required insurance may result in the termination of the contract at Western Washington University’s option.

.102 All insurance will be issued by companies with a rating of A-, Class VIII or higher in the most recently published edition of A.M. Best’s Key Rating Guide and licensed to do business within the State of Washington (or comply with the State’s Surplus Lines Law). Any exception shall be reviewed and approved by Western Washington University’s Risk Manager before the contract is accepted.

.103 Western Washington University shall be provided at least 45 days prior written notice of any cancellation, non-renewal or material change in coverage of any insurance referred to herein.

.104 Before starting the work, Consultant shall furnish Western Washington University, Contract Administration, PO Box 29390, Bellingham, WA 98228-1390 with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this contract. At the request of Western Washington University, the Consultant shall provide certified copies of insurance policies and endorsements.

.105 Consultant shall verify that its subconsultant(s) comply with all insurance requirements stated herein. Failure of
subconsultant(s) to comply with insurance requirements does not limit Consultant’s liability or responsibility.

.106 When required under the insurance listed below, Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured. This provision shall not apply to Professional Liability Insurance or Workers’ Compensation.

.107 When required under the insurance listed below, Consultant waives all rights against Western Washington University for recovery of damages to the extent these damages are covered by insurance policies maintained pursuant to this contract.

.108 All insurance provided in compliance with this contract shall be primary and shall not contribute to any other insurance or self-insurance programs afforded to or maintained by Western Washington University.

.109 By requiring insurance herein, Western Washington University does not represent that coverage and limits will be adequate to protect the Consultant, and such coverage and limits shall not limit Consultant’s liability under the indemnities and reimbursements granted to Western Washington University in this contract.

The insurance and respective limits shall not be less than as follows:

22.2 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE

.21 Consultant shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella or excess insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limit
shall apply per project (ISO Form CG 25 03 or its equivalent coverage) and be at least $2,000,000. The CGL insurance shall have products-completed operations aggregate limit of at least $2,000,000.

.22 CGL insurance shall be written on ISO occurrence form CG 00 01 (or its equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, fire legal, medical expense, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. This contract shall be specifically scheduled as an “Insured Contract” under the CGL policy or insured as such under a blanket contractual liability provision.

.23 Consultant shall maintain employer’s liability insurance (or stopgap) and, if necessary, commercial umbrella or excess liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

.24 Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured on all commercial general and umbrella or excess liability insurance policies.

.25 Consultant waives all rights against Western Washington University for recovery of damages to the extent these damages are covered by commercial general and umbrella or excess liability insurance polices.

22.3 WORKERS’ COMPENSATION

.31 Consultant shall comply with all State of Washington workers compensation statutes
and regulations. Workers compensation coverage shall be provided for all employees of Consultant and employees of any Subconsultant or sub-Subconsultant. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Consultant waives all rights of subrogation against Western Washington University for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial general liability, commercial umbrella or excess liability insurance.

.32 If Consultant, Subconsultant or sub-Subconsultant fails to comply with all State of Washington worker’s compensation statutes and regulations and Western Washington University incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Consultant shall indemnify Western Washington University. Indemnity shall include all fines, payment of benefits to Consultant or Subconsultant’s employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Western Washington University by Consultant pursuant to the indemnity agreement may be deducted from any payments owed by Western Washington University to Consultant for performance of this Contract.

22.4 BUSINESS AUTO POLICY (BAP)

.41 Consultant shall maintain a business auto policy (BAP) with liability insurance and, if necessary, commercial umbrella or excess liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.”

.42 If the Consultant or Consultant’s employees use personal autos on company business, BAP
insurance coverage shall cover liability arising out of “Hired Autos” and “Non-Owned Autos” and shall be endorsed to cover “Employees as Insureds.” Consultant or Consultant’s employee shall maintain personal auto liability insurance with a limit not less than $500,000 per accident.

.43 BAP insurance coverage shall be written on ISO form CA 00 01 (or its equivalent coverage). If necessary the policy shall be endorsed to provide contractual liability coverage and cover a “covered pollution cost or expense” as provided in the 1990 or later editions of CA 00 01.

.44 Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured on all BAP insurance, personal auto insurance and umbrella or excess liability insurance policies.

.45 Consultant waives all rights against Western Washington University for the recovery of damages to the extent they are covered by BAP insurance, personal auto insurance and commercial umbrella or excess liability insurance.

22.5 PROFESSIONAL LIABILITY INSURANCE

.51 Consultant shall maintain professional liability insurance which shall cover injury, damage or loss caused by any act, error or omission arising out of the Consultants’ performance of professional services or any other person for whose acts the Consultant is legally liable. The insurance shall have minimum limits no less than $1,000,000 per claim, incident, loss, or person, as applicable in the policy. If the policy contains a general aggregate or policy limit, it shall be at least $2,000,000.

.52 If professional liability insurance is written on a “claims made” basis, the policy shall
provide full coverage for prior acts or include a “retroactive date” that precedes the effective date of this contract.

.53 Consultant is required to buy professional liability insurance for a period of 36 months after completion of this contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.

.54 Consultant shall notify Western Washington University of any claim(s) which may reduce the limit of liability. In such event, Western Washington University shall have the right to request that the Consultant to obtain additional coverage to reinstate the limit of liability to that required under the contract.

.55 Consultant agrees to disclose the existence and nature of any limiting endorsement that applies to any professional liability insurance policy purchased in accord with the scope of professional services required under this contract.

.56 The Consultant shall maintain pollution liability insurance by an endorsement that eliminates or modifies the pollution exclusion of the professional liability insurance policy to provide coverage for professional errors, acts or omissions arising out of projects involving hazardous material such as asbestos, lead, polychlorinated biphenyl (PCB), and any other toxic/explosive hazardous materials applicable to the project.

22.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS

.61 Any deductible or self-insured retention applicable to any insurance shall be identified in the certificate(s) of insurance and the responsibility for paying the part of any loss not covered because of application of deductible(s) or self-insured retention shall be
the responsibility of Consultant. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, Consultant will pay such loss.

22.7 INSURED LOSSES – INSURANCE PROCEEDS

.71 In the event of any loss, damage or casualty which is covered by one or more of the types of insurance described above, the parties to this Contract shall proceed cooperatively to settle the loss and collect the proceeds of such insurance. If applicable, the proceeds shall be held in trust by Western Washington University, including interest earned by Western Washington University on such proceeds, for use according to the terms of this Contract.

.72 The parties agree that such insurance proceeds shall be used to repair and restore damaged improvements to their former condition and usefulness or replacement of the same with equivalent or more suitable improvements.

22.8 INSURED LOSSES – RECONSTRUCTION

.81 When sufficient funds are available, using insurance proceeds described above for reconstruction, the parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

.811 Repair and restore damaged building(s) and/or improvements to their former condition, or

.812 Replace said building(s) and/or improvements with a new building(s) and/or improvements on the premises of a quality and usefulness at least equivalent to, or more suitable than, damaged building and/or improvements.
22.9 FAILURE TO MAINTAIN INSURANCE

.91 Failure on the part of the Consultant to maintain the insurance as required herein shall constitute a material breach of the contract upon which Western Washington University may, after giving 5 working days notice to the Consultant to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Western Washington University on demand, or at the sole discretion of Western Washington University, offset against funds due the Consultant from Western Washington University.

.92 All costs for insurance shall be considered incidental to and included in the contract amount and no additional payment will be made to the Consultant for failure to maintain insurance required herein.
23.0 **EQUAL OPPORTUNITY/NON-DISCRIMINATION**

23.1 Except to the extent necessary due to a bona fide occupation qualification, the Agreement will include the following requirements:

.11 Discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, and disability is prohibited by federal statute. In addition, Washington State law prohibits discrimination based on marital status, creed, sexual orientation, gender identity and expression, and the use of a trained dog guide or service animal by a disabled person. University policy likewise prohibits discrimination based on these protected characteristics. Western is committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the employment of faculty and staff and the operation of Western programs, activities and services. The Consultant agrees not to discriminate against any client, employee, or applicant for employment or services in the performance of this contract on the basis of race, color, religion, creed, national origin, sex, gender identity or expression, age, sexual orientation, veteran status, marital status, disability and the use of a trained dog guide or service animal by a disabled person.

.12 Affirmative Action: Western Washington University develops and implements an effective and defensible affirmative action compliance program for the following affected groups: American Indians and Alaska Natives, Asians, Native Hawaiian and Other Pacific Islanders, Blacks and African Americans, Hispanics, women, individuals with disabilities, and protected veterans. Any Consultant who also contracts with the federal government will comply with the affirmative
action requirement as mandated by the Office of Federal Contract Compliance Programs.

.13 Sexual harassment: Western Washington University policy prohibits sexual harassment. Sexual harassment is a form of sex discrimination prohibited by federal and state laws. When Western becomes aware of allegations of sexual harassment, it must investigate those allegations, stop the harassment if it is found to exist, and take measures to ensure a working and learning environment that is free of sexual harassment. Acts of sexual harassment by the Consultant’s personnel or agents may result in actions by the University to suspend the Consultant’s contract until such time as acts are remedied, or to terminate the contract.

.14 Violation: Any contractor who is in violation of this equal opportunity and nondiscrimination clause shall be barred from receiving awards of any contract or purchase order from Western unless a satisfactory showing is made that discrimination practices have terminated and that a recurrence of such acts is unlikely. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation or suspension, in whole or in part, of this Agreement by Western.

.15 The consultant(s) shall include the provisions of the foregoing paragraphs 27.11, 27.12 and 27.13 in every subcontract or purchase order for the goods or services which are subject matter of the Agreement.