This REQUEST FOR QUALIFICATIONS ("RFQ") from the Owner named below invites the submittal of a Statement of Qualifications ("SOQ") from firms interested in providing design-build services for the project described below. By submitting an SOQ, the Proposer represents that it has carefully read the terms and conditions of this RFQ and all attachments and addenda and agrees to be bound by them. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting SOQ to the Owner for the Project.

OWNER:
Western Washington University
516 High Street
Bellingham WA 98225

PROJECT:
Consolidated Academic Support Services Facility
920 25th St
Bellingham WA 98225

OWNER CONTACT PERSON:
Proposers shall submit the SOQ to

Forest Payne
Western Washington University
915 26th Street
Bellingham WA 98225
360-650-6813
forest.payne@wwu.edu

SOQ DUE DATE AND TIME
Proposer’s SOQ shall be submitted no later than 3:00pm, Friday, September 28, 2018, in electronic format on a portable USB flash drive delivered to the above address by hand, currier or parcel delivery. United States Postal Service does not deliver directly to the above address. USPS delivers to a central distribution point on campus at a different address, then it is distributed by campus mail services, so it is not recommended to send via USPS in order to assure delivery by the deadline.

All SOQs must be submitted pursuant to the instructions below. It is the Proposer’s sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. Owner has the right to reject any SOQs not properly delivered.

Project Information Meeting is scheduled for September 13, 2018 at 11 AM in the WWU Physical Plant, 915 26th Street, Room 309, Bellingham, WA
SECTION 1 OWNER DESCRIPTION

1.1 General
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 87,500, 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. 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 nearly 16,000 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.

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/

In accordance with RCW 39.10.300, et seq., Western Washington University (WWU) will utilize a progressive design-build approach for the procurement and delivery of the project, meaning that the Design-Builder will be selected primarily on the basis of qualifications. This approach does not require design or a complete project price proposal during the selection process. The selected Design-Builder will work collaboratively with WWU in the complete development and delivery of the project.

WWU fully embraces the principle of collaboration and integrated project delivery that emphasize a cooperative approach to problem solving. Toward that end, WWU expects the design-build team, as part of the project team, to deliver this project by creating a culture of open and honest communication, utilizing Lean principles efficiently and effectively, and establishing a collaborative environment where the project team contributes its best efforts for the benefit of the project as a whole.

1.2 Procurement Website
https://www.wwu.edu/wwuarchitect/consultants/index.shtml

SECTION 2 OVERVIEW OF PROJECT

2.1 General Description of the Project
As the third-largest public university in the state with a growing student body, Western Washington University faces space challenges in providing high-quality academic programming and student services. Currently at Western, centrally located academic space is being occupied by administrative functions that don’t need to be located in the campus core. This includes space that could better be used for classrooms, student services, and faculty offices.

In order to release valuable on-campus space for academic functions, Western proposes constructing a two-story office building of approximately 20,000 - 25,000 gross square feet. This new facility will house administrative functions that require proximity to campus but do not need to be located on campus, thereby creating more capacity in the core of campus for faculty offices and front-line student services. University operations that will be housed in the proposed Consolidate Academic Support Services Facility will be administrative in nature and will free up a significant amount of space in the core of campus for direct academic and student support services. This approach also represents the most efficient use of existing and new space because it ensures that the priority assignment of campus space continues for academic programs and front-line student services.

The proposed location of the facility is just south of campus and immediately adjacent to the campus Physical Plant sub-campus in the 900 block of 25th Street in Bellingham. The 25th street site is still within walkable distance of the main campus and is well serviced by public transportation. The site is currently vacant land owned by WWU that has been designated and zoned for future development of up to 60,000sf. This project will be Phase 1 of that development plan. The building will include work stations for around 100 staff and 12 student employees and ancillary support spaces. Flexible and adaptable
spaces and collaborative technology will provide a quality work environment and ability to evolve for changing needs.

The Consolidated Academic Support Facility is the first phase in a possible two phase construction project. Part of the scope of this project will be to examine the feasibility of the Phase 2 and making a determination as to whether Phase 2 should proceed at the same time as Phase 1. If it is determined that Phase 2 will not be feasible for construction at the same time, Phase 1 development of site and/or building will be designed to plan for and accommodate the future expansion.

2.2 Project Goals
The Owner has established the following Project Goals:

2.2.1 **Maximize Innovative Office Spaces.** This Project Goal will be achieved through a design that provides as much office space as possible within the Owner’s budget and schedule, utilizing trends in efficient office space such as flexible spaces, hoteling or demountable partition systems.

2.2.2 **Exceed Sustainability Goals.** The Owner has established a mandate for all major projects to achieve at minimum LEED Gold certification. By utilizing innovative sustainability solutions and attaining LEED Platinum certification, or pursuing and achieving additional sustainability standards like 2030 Challenge, Living Building Challenge or net zero certification, this project will serve as a test case for the Owner’s ambitious campus standards.

2.2.3 **Exceed Schedule Expectations.** This Project Goal will be achieved when the Design-Builder achieves Substantial Completion as quickly as possible, while providing a high performance work environment that meets or exceeds the number of work stations described above.

2.2.4 **Execute a successful, collaborative Progressive Design-Build (PDB) Process to produce the envisioned project:** The Design-Build team will develop and utilize a collaborative relationship between the Owner, its stakeholders, and the Design-Build Team to achieve Design Excellence within the Owner’s budget and schedule and demonstrating exemplary design and project management.

2.2.5 **Explore Efficient Phasing for Future Projects.** This Project Goal will be achieved through a careful and efficient examination of siting and design so that future phases may be seamlessly accomplished.

2.2.6 **Explore innovative building technology and construction types.** The Owner is considering CLT and other advanced timber construction types for this project, as well as Net Zero (ready) and DC power or Power Over Ethernet building systems as a test case for future development on campus.

2.2.7 **Achieve Business Equity Goals:** This Project Goal will be achieved with the Design-Builder meeting its aspirational goal for inclusion of local, small, women, and minority owned businesses and establishing and maintaining inclusive contracting and procurement practices that provide outreach to and support local, small, women and minority owned businesses.

2.3 Scope of Work and Form of Agreement

2.3.1 The Design-Build Team will work collaboratively with the Owner to establish a project scope, Basis of Design Documents, and Guaranteed Maximum Price. The Design-Build Team will also assist the Owner in determining the feasibility of including a second phase of the project. The Design-Build Agreement will be a modified version of the DBIA Form 530, Standard Form of Agreement Between Design-Builder and Owner with a modified version of the DBIA Form 535 General Conditions of Agreement.

2.3.2 The Design-Build Agreement is anticipated to follow the format below:

1. The Design-Builder will be compensated on the basis of the Cost of the Work plus the Design-Builder’s Fee. The Design-Builder’s compensation during the Phase 1 will be subject to the Phase 1 Not to Exceed Amount, and the Design-Builder’s Compensation during Phase 2 will be subject to the established guaranteed maximum price (“GMP”) of $6,600,000.
2. The Design-Build Agreement will have two phases. A general description of those phases is below:

2.3.3 Phase 1 will begin approximately January 2, 2019, after BOT approval of the Design-Build Agreement on December 14, 2018. Phase 1 will be complete May 24, 2019. During Phase 1, the Design-Builder will, among other duties, perform the following tasks:
1. Complete the validation of all information provided by the University as well as the site investigation;
2. Establish a working program for the new facility based on meetings with the Owner.
3. Work with the Owner to establish performance criteria and develop Schematic Design and Design Development deliverables.
4. Generate the Phase 2 Proposal and the other deliverables set forth in the Phase 1 Scope of Services. The Phase 2 Proposal will include, but not be limited to the Final Basis of Design Documents and the Final Schedule both of which will be consistent with the established GMP.
5. At the conclusion of Phase 1, provided the parties can reach agreement with respect to the material commercial terms in the Phase 2 Proposal, the parties will enter into a Contract Amendment to the Design-Build Agreement incorporating the Phase 2 Amendment.

2.3.4 Phase 2: Phase 2 begins after Board of Trustees approval of the Phase 2 Amendment on June 14, 2019 and provided the parties have entered into the Phase 2 Amendment. During the Phase 2, the Design-Builder will, among other duties, perform the following tasks:
1. Complete the design of the project and generate Construction Documents.
2. Obtain necessary permits from City of Bellingham.
3. Solicit and contract subcontractors.
4. Construct the project consistent with the approved Construction Documents and the Basis of Design Documents with the GMP and the project schedule.
5. Project closeout and warranty period.

2.4 Reasons for Using the Design-Build Procedure
2.4.1 The Owner has received permission from the Capital Projects Advisory Review Board Project Review Committee to use the Design-Build Procedure set forth in RCW 39.10. This project will be delivered using progressive design-build approach by establishing a fixed upper Guaranteed Maximum Price. The Owner has a very limited budget to construct the building and a flexible scope. By setting the Guaranteed Maximum Price at the beginning, it can be assured that the project will meet the budget and work collaboratively with the design-build team to maximize the scope to better suit the Owner’s needs. Progressive design-build will allow the Owner and the Design-Builder to explore options for a state of the art facility with flexible office spaces that achieves LEED Gold or Platinum status, and that utilizes innovative sustainable technology such as DC Power, Solar Power, and Cross Laminated Timbers.

2.4.2 With progressive design-build, the entire Design-Build Team is integrated with the Owner at the earliest possible time, creating natural efficiencies with respect to the ability for the development of a design that fits the Owner’s budget but also to more fully incorporate the Owner’s input into the design at the earliest possible stage. In addition, the interaction between the Owner and the Design-Build Team before substantial prescriptive specifications are identified allow for maximum innovation by the Design-Build Team to better achieve the Owner’s project goals and objectives.

2.4.3 Studies have shown that design-build provides time savings, and progressive design-build maximizes on the savings in the delivery method. Progressive design-build is also the fastest delivery method. The Owner is building the office building to create much needed space on campus, which means that the sooner it can complete the building, the sooner that it can utilize the space on campus for academic, rather than administrative purposes. Early contractor involvement will also allow construction work to start prior to the completion of the project’s design, thereby reducing the overall project duration. Progressive design-build allows the Owner and its stakeholders to collaborate with the design-builder at the outset to customize the space to the Owner’s needs and to maximize the Owner’s limited budget.

2.5 Guaranteed Maximum Price
The Guaranteed Maximum Price (“GMP”) is $6,600,000. The GMP will be based on certain assumptions that will be set forth in the Request for Proposals. If the assumptions on which the GMP is based change, the Design-Builder may be entitled to an adjustment in the GMP as set forth in the Contract Documents.
## 2.7 Project Procurement Schedule

The following is the Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via addenda issued prior to the date set forth below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 30, 2018</td>
<td>Issue RFQ</td>
</tr>
<tr>
<td>September 13, 2018</td>
<td>Project Information Meeting (Optional)</td>
</tr>
<tr>
<td>September 18, 2018</td>
<td>Last Date to Submit Questions Regarding the RFQ</td>
</tr>
<tr>
<td>September 20, 2018</td>
<td>Last Date to Issue Owner Addenda</td>
</tr>
<tr>
<td>September 28, 2018</td>
<td>SOQ Due Date</td>
</tr>
<tr>
<td>October 5, 2018</td>
<td>Notification of Finalists</td>
</tr>
<tr>
<td>October 8, 2018</td>
<td>Issue RFP</td>
</tr>
<tr>
<td>October 22, 23, 2018</td>
<td>Mandatory Site Walk Through for Finalists</td>
</tr>
<tr>
<td>October 22, 23, 2018</td>
<td>Confidential Individual Meetings</td>
</tr>
<tr>
<td>October 26, 2018</td>
<td>Last Date to Submit Proposed Changes to Contract or Alternative Technical Concepts</td>
</tr>
<tr>
<td>October 29, 2018</td>
<td>Last Date to Issue Owner Addenda</td>
</tr>
<tr>
<td>November 1, 2018</td>
<td>Proposal Due Date</td>
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<tr>
<td>November 6, 2018</td>
<td>Interviews with Finalists</td>
</tr>
<tr>
<td>November 9, 2018</td>
<td>Notification of Highest Scored Finalist</td>
</tr>
</tbody>
</table>

## 2.8 Definitions

2.7.1 **Business Day:** any day on which the Owner is open for regularly conducted business.

2.7.2 **Confidential Individual Meetings:** The confidential meeting(s) conducted individually between the Owner and each Finalist after the issuance of the RFP. All Confidential Individual Meetings will be conducted pursuant to the instructions in the Procurement Documents, and all participants will be required to enter into a confidentiality agreement before the meeting.

2.7.3 **Design-Builder:** The entity with the prime design-build contract with the Owner.

2.7.4 **Design-Build Team:** All entities listed by the Design-Builder as providing services or construction on the project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ. Members of the Design-Build Team may also be referred to as “Team Members”.

2.7.5 **Design Excellence:** Design Excellence is achieved when buildings are optimally sited and detailed to respond to and enhance their natural, environmental and contextual surroundings, address the pragmatic, cultural and technical needs of their owners and occupants. Design Excellence is achieved by integrating cross-disciplinary design, engineering and construction expertise to deliver exceptional and innovative solutions with graceful execution. Design Expertise Design Excellence is achieved with architecturally award winning design that fits the context of its surrounding neighborhood and is consistent with the university’s campus character study.

2.7.6 **Key Team Member:** Individuals who will be assigned to the Project who play an important role in the design, construction or management of the Project.

2.7.7 **Procurement:** The Owner’s process for selecting a Design-Build Team for this Project.

2.7.8 **Procurement Documents:** All documents issued by the Owner in connection with the Procurement or Project.

2.7.9 **Projects of Similar Scope and Complexity:** Projects that had completion dates within the last five (5) years and that have many or all of the following characteristics:

1. Projects of a similar size and budget that include design and construction of innovative office spaces that exhibit best practices in office design and incorporate national trends;
2. Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design;
3. Projects where the Design-Builder was selected prior to the establishment of the scope and schedule and where the Design-Builder collaborated with the Owner to develop the final scope and schedule within a fixed upper GMP; and
4. Projects that achieved high sustainability goals such as LEED Gold or Platinum and that
incorporate innovative sustainability materials and systems.

2.7.10 RFP: The Owner’s Request for Proposals, which will be issued to those Finalists who are selected to proceed to the next phase of this Procurement.

SECTION 3 PROCUREMENT PROCESS

3.1 General Information

3.1.1 Compliance with Legal Requirements: This Procurement will be conducted in accordance with RCW 39.10.330 and all applicable federal, state, and local laws, and Owner policies and procedures.

3.1.2 Conflict of Interest and Communications with the Owner

1. The Owner may make a written determination to waive a potential conflict of interest if the following apply:
   a. The role of the Consultant was limited to provision of preliminary design, reports, or similar “low level” documents that will be incorporated into the Procurement and did not include assistance in development of instructions to Proposers or evaluation criteria, or
      i. Where all documents and reports delivered to the Owner by the Consultant are made available to all Proposers.
      ii. Proposers are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be via email or regular mail only and directed to the following Owner’s Representative, Forest Payne.
   b. Do not communicate about the Project or the Procurement with any other Owner employees, representatives or consultants. Communication with other Owner employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Proposer or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, scoring, and/or selection of Finalists may be the cause for Owner to disqualify the Proposer team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement and/or to discontinue any further consideration of such Proposer or Team Member.
   c. Following the Owner’s approval of the Finalists, the Owner anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from Owner will set forth the rules and parameters of such permitted contacts and communications. To the extent any Proposer intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by Owner prior to the commencement of such activities.

3.1.3 Expenses of Proposer and Payment of Honorarium:

With the exception of the payment of the Honorarium as noted below, the Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Proposer that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process even in the event the Owner cancels this Project or rejects all Proposals. The Owner will pay a Honorarium in the amount of Five Thousand Dollars ($5,000) to the responsible Finalists submitting responsive Proposals to the RFP that remain in competition until the point of Contract award but who are not awarded the Design-Build Contract.

3.1.4 Public Disclosure

All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Proposers recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Proposer may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Proposers may be required to legally justify why such material should not, upon written request, be disclosed by the Owner under the applicable public records act. The Proposers may be required to ask a superior court of
appropriate jurisdiction to prevent the inspection or release of records. The Owner will endeavor to provide at least two (2) Business Days’ notice of a public records request for material submitted pursuant to this Procurement. Proposers must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Proposers associated with any public records request are the responsibility of the Proposers.

3.1.5 Protest Procedures:
The protest procedures applicable to the Procurement are set forth in Attachment B to this RFQ.

3.2 Owner Rights and Procurement Conditions

3.2.1 The Owner reserves without limitation and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

a. To cancel the Procurement process and reject any and all SOQs and/or Proposals;
b. To waive any informality or irregularity;
c. To revise the Procurement Documents and schedule via an addendum;
d. To reject any Proposer that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
e. To require confirmation of information furnished by an Proposer, require additional information from an Proposer concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP;
f. To provide clarifications or conduct discussions, at any time, with one or more Proposers;
g. To contact references that are not listed in the Proposer’s SOQs and investigate statements on the SOQs and/or qualification of the Proposer and any firms or individuals identified in the SOQ;
h. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the Owner’s best interests; and
i. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ or Proposal, such approval or disapproval shall not be unreasonably exercised.

3.3 Outline of the Procurement Process

3.3.1 Request for Qualifications (RFQ).

1. This RFQ invites firms to submit SOQs describing in detail their technical, management, and financial qualifications to design, permit, construct, commission, and closeout the Project. The issuance of this RFQ is the first phase of the Procurement process.
2. Proposers will submit their SOQ, and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any addenda. The Owner will not consider SOQ or other deliverables that are submitted after the time set forth in the RFQ. Proposers are solely responsible for making sure that the Owner receives the SOQ in a timely fashion.
3. The Owner will evaluate the information submitted by each Proposer to 1) determine whether the Proposer meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Proposer pursuant to the evaluation system described below. Any Proposer who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the Owner in this Procurement.
4. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
5. Not more than three responsive and responsible firms will be selected as Finalists. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
6. The results of the SOQ evaluations will be carried forward and included in the final evaluation and selection.
7. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once shortlisted, neither the Proposer nor Team Members that are submitted to the Owner as part of the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member; however, a change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a change to the evaluation and scoring of the Proposer.

3.3.2 Request for Proposal (RFP), Confidential Individual Meetings & Selection Process

1. The Owner will issue the RFP to the Finalists. The RFP will further explain the evaluation criteria, Proprietary Meetings, and other elements of the RFP process.
2. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
3. The Owner will conduct a mandatory site walk through with all Finalists.
4. The Owner will conduct two Confidential Individual Meetings with each Finalist. The first Confidential Individual Meeting will be an Interactive Proprietary Meeting that will occur prior to the submission of the Proposals and will allow the Owner to evaluate the Finalists’ ability to collaborate with the Owner’s team and to allow the Finalists to ask the Owner questions regarding the Project and the Owner’s goals and concerns. The second Confidential Individual Meeting will be an Interview after the submission of the Proposals and will allow the Owner to ask questions regarding the Design-Build Team’s Proposal. The Confidential Individual Meetings will be further described in the RFP. All information from the Design-Build Teams provided in the Confidential Individual Meetings will remain confidential during the procurement process; however, see Section 3.1.4 with respect to the potential public disclosure of information provided during the procurement pursuant to any applicable public records act. The Proprietary meetings will also provide an opportunity for direct interaction between the Finalist and the RFP Evaluation Committee.
5. A Finalist may submit suggested proposed changes to the contract provisions or alternative technical concepts no later than the date set forth in the Schedule. The Owner, at its sole discretion, may revise the RFP, the contract provisions and/or program documents and issue an addendum to all Finalists.
6. Finalists will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
7. The Price Proposal will be submitted in a separate distinctly marked and sealed envelope from the Technical Proposal.
8. The Owner will establish an RFP Evaluation Committee to review and evaluate the Technical Proposal. The RFP Evaluation Committee may be the same as the RFQ Evaluation Committee. The RFP Evaluation Committee will evaluate the Proposals in accordance with the published evaluation criteria.
9. At its sole discretion, the Owner may ask written questions of Proposers, seek written clarifications, and conduct discussions with Proposers on Proposals.
10. The Owner will provide written notification to all Finalists of the selection decision and make a selection summary available to all Proposers at the conclusion of the Procurement.
11. At the Owner’s discretion, it will initiate negotiations with the Highest Scored Finalist. If the Owner is unable to execute a contract with the Highest Scored Finalist, negotiations with the Highest Scored Finalist may be suspended or terminated, and the Owner may proceed to negotiate with the next Highest Scored Finalist. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner’s sole discretion. By submitting a Proposal pursuant to the RFP, the Proposer represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

3.3.3 Price Proposal: Finalists will submit a Price Proposal pursuant to the instructions set forth in the RFP. The Price Proposal for this Project is anticipated to include the Design-Builder’s lump sum overhead and profit and lump sum General Conditions costs.

3.3.4 Evaluation and Scoring of Proposers and Finalists

In the evaluation and scoring of Proposers and Finalists, the Owner will consider the information submitted in the SOQ, the Technical and Price Proposal, and Confidential Individual Meetings with respect to the evaluation criteria set forth in the RFQ and RFP. The result of the evaluation will be a comparative scoring of Proposers.
In evaluating each of the criteria, the Evaluation Committees will identify significant and minor strengths and weaknesses from the submissions. The Evaluation Committees will then use the following rubric to evaluate the submissions and determine the number of points for each Evaluative Criteria based on the percentages assigned in the RFQ, the RFP and any addenda. In the description below, the term “Proposer” includes both Proposers in the SOQ phase as well as Finalists in the RFP phase of the procurement.

a. Definition of “strength” and “weakness”:
   i. The term “strength” ultimately represents a benefit to the Project and is expected to increase the Proposer’s ability to meet or exceed the Project Goals and/or meet the definition of Design Excellence. A minor strength has a slight positive influence and a significant strength has a considerable positive influence on the Proposer’s ability to exceed the Project Goals and meet the definition of Design Excellence.
   ii. The term “weakness” detracts from the Proposer’s ability to meet the Project Goals or the definition of Design Excellence and may result in inefficient or ineffective performance. A minor weakness has a slight negative influence and a significant weakness has a considerable negative influence on the Proposer’s ability to exceed the Project Goals and meet the definition of Design Excellence.

b. Excellent (81-100 percent): The Evaluative Criteria demonstrates an approach that is considered to exceed the Project Goals and the RFQ or RFP requirements and provide a consistently outstanding level of quality. For the Evaluative Criteria to be considered Excellent, it must be determined to have significant strengths and/or a number of minor strengths and no appreciable weaknesses. The minimum allocation of points for Excellent is 81 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths will result in a higher percentage, up to a maximum of 100 percent. An Evaluative Criteria that is evaluated as Excellent is considered to present virtually no risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and would most likely exceed all Project Goals and meet the definition of Design Excellence.

c. Good (61-80 percent): The Evaluative Criteria demonstrates an approach that is considered to meet the RFQ or RFP requirements in a beneficial way (providing advantages, benefits, or added value to the Project) and offers quality. For the Evaluative Criteria to be considered Good, it must be determined to have strengths and no significant weaknesses. Minor weaknesses are offset by strengths. The minimum allocation of points for Good is 61 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weaknesses will result in a higher percentage, up to a maximum of 80 percent. There is little risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and would most likely meet all Project Goals and may meet the definition of Design Excellence.

d. Fair (41-60 percent): The Evaluative Criteria demonstrates an approach that contains minor and/or significant weaknesses and limited appreciable strengths. The minimum allocation of points for Fair is 41 percent of the maximum points available for a given evaluation criterion. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 60 percent. There is some risk that the Proposer would be unsuccessful in delivering the Project to the Owner's satisfaction and meeting the Project Goals or the definition of Design Excellence.

e. Deficient (0-40 percent): The Evaluative Criteria demonstrates an approach that contains significant weaknesses and few or no appreciable strengths. The minimum allocation of points for Deficient is 0 percent. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weaknesses will result in a higher percentage, up to a maximum of 40 percent of the maximum points available for a given evaluation criterion. It is expected that the Proposer would not be able to deliver the Project to the Owner's satisfaction and meet the Project Goals or the definition of Design Excellence. The Owner, at its sole discretion, may reject any Proposal deemed Deficient in fulfilling the requirements of the RFQ or RFP requirements.

f. Non-Responsive: Does not meet the Minimum Qualifications required for evaluation. In addition, the Owner, at its sole discretion, may reject any Evaluative Criteria deemed non-
responsive to any of the requirements of the RFQ or RFP.

For the purpose of selecting and evaluating Proposers, the evaluation criteria will be given the following relative weights:

<table>
<thead>
<tr>
<th>SOQ</th>
<th>(In response to RFQ)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Team Organization</td>
<td></td>
<td>15 points</td>
</tr>
<tr>
<td>B. Projects of Similar Scope and Complexity</td>
<td></td>
<td>10 points</td>
</tr>
<tr>
<td>C. Design Management and Design Excellence</td>
<td></td>
<td>10 points</td>
</tr>
<tr>
<td>D. Project Controls</td>
<td></td>
<td>5 points</td>
</tr>
<tr>
<td>E. Design-Build Construction</td>
<td></td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Total SOQ Points:</strong></td>
<td></td>
<td><strong>45</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Proposal</th>
<th>(In response to RFP from selected finalists)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Management Approach</td>
<td></td>
<td>15 points</td>
</tr>
<tr>
<td>Cost Controls</td>
<td></td>
<td>10 points</td>
</tr>
<tr>
<td>Design Development and Management</td>
<td></td>
<td>10 points</td>
</tr>
<tr>
<td>Project Sequencing and Scheduling</td>
<td></td>
<td>5 points</td>
</tr>
<tr>
<td>Small Business/MWBE</td>
<td></td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Total Technical Proposal Points:</strong></td>
<td></td>
<td><strong>45</strong></td>
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</tbody>
</table>

Price Proposal

<table>
<thead>
<tr>
<th>Price Proposal</th>
<th>(In response to RFP from selected finalists)</th>
<th><strong>Total Price Proposal Points:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL**

| TOTAL          | GRAND TOTAL Points: | **100** |

**SECTION 4 SOQ DOCUMENTATION REQUIREMENTS**

4.1 **SOQ Format Requirements**
The SOQs shall comply with the following format requirements:

4.2.1 SOQs shall be formatted in searchable .pdf format with bookmarks linked to each section and attachment.

4.2.2 The body of the SOQ shall be organized in accordance with 4.2 SOQ Organization and shall contain information as outlined in 4.3 SOQ Submittal Information below.

4.2.3 The body of the SOQ, when printed, shall be limited to a maximum of Twenty Five (25) single of double-sided printing (maximum 50 sheets if single-sided printing).

a. The only documentation that is not included in the page count is the following:
   i. Letter of interest or cover letter.
   ii. Statement of Proposer’s Ability to Provide a Proposal Bond, or Performance and Payment Bond;
   iii. Statement of Proposer’s Ability to Meet the Owner’s Insurance Requirements;
   iv. Corporate Structure Questionnaires;
   v. Identification of Projects Table;
   vi. Resumes of Key Team Members;
vii. Divider tabs, provided that they contain no substantive content; and
viii. Cover pages, provided that they contain no substantive content.

b. **SOQs that exceed the page limit may be rejected.** The Owner, at its sole discretion, reserves the right to reject SOQs that exceed the page limit or to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement.

c. A “page” shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be 8.5x11 inch or 11x17 inch format; however, 11x17 pages may only contain graphics and/or designs and may not be used for a Proposer’s narrative.

d. The font shall be no smaller than 10 point.

### 4.2 SOQ Organization

SOQs shall consist of the following parts:

1. Letter of Interest
2. Minimum Qualifications
   A. Statement of Proposer’s Ability to Provide Performance and Payment Bond. (See Section 5.2.1 and Attachment C)
   B. Statement of Proposer’s Ability to Meet the Owner’s Insurance Requirements. (See Section 5.2.2 and Attachment D)
3. Technical & Management Qualifications
   A. Team Organization
   B. Demonstrated History of Successful Projects Similar in Scope and Complexity
   C. Design Management and Design Experience
   D. Project Controls
   E. Design-Build Construction Experience
4. Forms
   A. Resumes of Key Team Members
   B. Identification of Projects Table
   C. Corporate Structure Questionnaire(s)

### 4.3 SOQ Submittal Information

SOQ sections shall include at a minimum the following information:

1. Letter of Interest (No points)
   A. The SOQ must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Proposer and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed consultants, sub-consultants and/or subcontractors for the Project and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

2. Minimum Qualifications (Pass/Fail)
   A. Statement of Proposer’s Ability to Provide Performance and Payment Bond (Pass/Fail)
      As a **mandatory minimum requirement** the Proposer must have the ability to obtain a performance and payment bond in the amount equal to the value of the contract amount, subject to subsequent modifications to that amount, and sales tax. Proposer shall provide a letter signed by an authorized representative of Proposer’s surety company (or agent) confirming that the Proposer can meet this minimum requirement.
Any Proposer who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a current minimum A.M. Best rating of A-, Class VII or better. Letters indicating “unlimited” bonding capability are not acceptable.

B. Statement of Proposer’s Ability to Meet the Owner’s Insurance Requirements. (Pass/Fail)

As a mandatory minimum requirement the Proposer must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment D). Proposer shall provide a letter from Proposer’s insurance company or broker indicating that the Proposer is capable of complying with the insurance requirements specified in Attachment D. Any Proposer who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a current minimum A.M. Best rating of A-, Class VII or better.

3. Technical and Management Qualifications (Total 45 points)

The SOQ shall demonstrate the Design-Build Team’s ability to undertake the Project by providing the following technical and management qualifications of the Proposer, Team Members, and individual Key Team Members. The Proposer is responsible for ensuring that contact information contained in their referenced project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on experience and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to successful projects in which Proposer, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ will be evaluated on the following technical and management qualifications:

A. Team Organization (15 points)

1. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project. At a minimum identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals.

- Person responsible for the overall management of the project and design-build contract;
- Designer of Record;
- Person responsible for overall construction management;
- Person responsible for on-site field supervision and direction and construction (Superintendent);
- Person responsible for safety;
- Person responsible for quality assurance;
- Person responsible for cost controls and budgeting;
- Person responsible for scheduling; and
- Person responsible for systems testing, configuration, and commissioning.
2. Provide a narrative describing the benefits of the team structure and the benefits that each Key Team Member provides to the Project. Explain how the team and Key Team Members will achieve Design Excellence and exceed the Project Goals. Describe the Team’s past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model. If the Team has not worked together, describe the efforts the Team has undertaken to create a collaborative teaming environment.

3. Provide a summary of the Design-Builder’s Small Business/Underutilized Business Outreach Program. Include in the description how small, local business participation will be maximized on this project, including outreach to OMWBE and/or disadvantaged firms.

B. Projects of Similar Scope and Complexity (10 points)

1. Describe the Team’s past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.

2. Describe the Team’s past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.

3. Describe how Team Members have utilized innovative design and construction techniques and/or state of the art technology and sustainability measures to achieve the owner’s goals, Design Excellence, increase safety, and/or enhance communication and collaboration.

4. Note each Key Team Member who had a material role in each Project of Similar Scope and Complexity described.

C. Design Management and Design Excellence (10 points)

1. Describe the Design-Builder’s past performance in managing the design process collaborating with owner’s representatives, and stakeholders to achieve Design Excellence;

2. Describe the Team’s past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.

3. Describe instances where the Team has achieved Design Excellence for previous owners on Projects of Similar Scope and Complexity;

4. Describe the tools and resources used by the Team for design services, including a description of the Building Information Modeling system or other specialized software or processes the Team would utilize for this Project.

5. Provide examples of projects with notable success in setting and achieving aspirational goals for inclusion of local, small, women and minority owned businesses. Describe contracting and procurement practices that provide outreach to and support for local, small, women and minority owned businesses.

D. Project Controls (5 points)

1. Describe the Team’s past performance with Progressive Design-Build or similar integrated projects development and management of Project budgets, including collaboratively developing a GMP and/or flexible scope within a fixed GMP with an owner.

2. Discuss how the estimating and cost monitoring reporting process provided substantive and meaningful information to the owner.
3. Describe any issues or problems that arose on the projects discussed in this section and how those issues or problems were resolved.

E. Design-Build Construction Experience (5 points)

1. Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.

2. Include in the narrative the Team’s approach to the following:
   - Utilizing means and methods and/or sequencing construction activities to maximize efficiency and minimize impact on the Owner;
   - Assessing whether the Design-Builder has achieved performance requirements;
   - Change orders; and
   - Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

4. Resumes of Key Team Members

Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information at a minimum. The resumes will not be evaluated separately. Rather, the resumes will be evaluated in the context of the criteria set forth in Section 3 of the SOQ submittal.

A. Description of the individual’s proposed Project role;
B. Identification of employer and number of years employed by the firm;
C. Educational background, professional licenses, and/or certifications; and
D. Experience relevant to their proposed role on the Project and how their experience will benefit this Project.

5. Identification of Projects Table

The Proposer must submit an Identification of Projects Table with the required information set forth herein. The Proposer is responsible for ensuring that contact information contained in their Identification of Projects is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications. The Owner reserves the right to contact any person listed in the Identification of Projects or any other person with knowledge regarding any Project in which any Design-Build Team Member or Key Team Member participated. The identification of projects will not be evaluated separately. Rather, the projects will be evaluated in the context of the criteria set forth in Section 3 of the SOQ submittal.

A. Name of project;
B. Owner;
C. Location of project (include address);
D. Delivery method;
E. Name of each Design-Build Team Member and Key Team Member who is proposed for this Project who played a significant role on the listed project, including an identification of their project function;
F. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
G. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
H. Project contact information of the Owner or customer and their role on the project (current address, e-mail, and phone number) who can verify the characteristics of the listed project.
6. Corporate Structure Questionnaire
   Submit a completed Corporate Structure Questionnaire Exhibit E for Design-Builder and each Team Member.

4.4 SOQ List of Exhibits
   A. Scope of Work
   B. Protest Procedures
   C. Proposal, Performance, and Payment Bond Instructions
   D. Insurance Requirements and Instructions
   E. Corporate Structure Questionnaire
   F. Business Equity and Apprenticeship Utilization Requirements

Additional Resources:
Western Washington University's Institutional Master Plan can be found at: https://www.cob.org/documents/planning/publications/western_washington_university_institutional_master_plan.pdf

Western Washington University's Character Study can be found at: https://www.wwu.edu/wwuarchitect/publications/Character%20study%20with%20cover.pdf
Exhibit A
Project Scope of Work

Campus Location Map

Conceptual Site Plan

Core Academic Area

Project Site

Future Phase 2

Phase 1
Exhibit B
Protest Procedures

1. PURPOSE
To provide a prompt, fair and equitable administrative remedy to all Proposers and Prospective Proposers regarding the solicitation or procurement of a project, including but not limited to alleged substantive errors or omissions in the procurement documents, a decision by the Owner to award the Contract and/or notice from the Owner that a Proposal is non-responsive or that a Proposer is not responsible.

2. TIMING
Any actual or prospective Proposer showing a material economic interest in this Contract or who is aggrieved by either the solicitation or award of this Contract, may protest to the Owner, only in accordance with the procedures set forth below.

A. Protests Based on the Form or Content of the Solicitation Documents: Any Protest based on the form or content of the solicitation documents, which is or should have been apparent prior to the date established for submittal of Statements of Qualifications or Proposals, must be clearly labeled on the transmittal envelope as a “Protest” and filed as soon as practicable to:

Attention: Brian Ross, Assistant Director of Capital Budget
Office of Facilities Development and Capital Budget
Western Washington University
915 26th Street MS 9122
Bellingham, WA 98225-9122

No protest based on the form or content of the solicitation documents will be considered if received by the Owner later than five (5) calendar days prior to the specified submittal date. The “solicitation documents” includes all documents issued by the Owner in connection with the solicitation of the project.

B. Other Protests: Protests based on any other circumstances must be received by the Owner at the address noted above in a transmittal envelope, clearly marked “Protest”, within four (4) business days from the date the Proposer was notified of any selection decision; provided, however, that in no event shall a protest be considered if all Proposals are rejected or if the protest is received after award of the Contract.

C. The Owner will not proceed from the Request for Qualifications phase to the Request for Proposals phase until two business days after all Proposers are notified of the selection decision for the short listed Finalists. At the request of a Proposer not selected as a Finalist, the Owner will provide the requesting Proposer a scoring summary of the evaluation factors for that Proposer’s Statement of Qualifications.

D. The Owner will notify all Finalists of the selection decision and make a selection summary available to all Finalists within two (2) business days of the notification. If the Owner receives a timely protest from a Finalist, the Owner will not execute a contract until two (2) business days after the final protest decisions is transmitted to the protestor.

3. CONTENTS OF PROTEST:
To be considered, a Protest shall be in writing and shall include: (1) the name, street address, fax number and email address of the aggrieved party; (2) the name of the project for which the Protest is submitted; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.

A. Decision by the Owner: The Protest shall be promptly considered on the written submittal by the Assistant Director of Capital Budget. The Assistant Director will give notice of the Protest and provide a copy to any others as required. In its sole discretion, the Assistant Director may give notice of the Protest to other interested parties, including other Proposers. The Owner reserves the right to resolve or to attempt to resolve any Protest that concerns the form or content of the solicitation and which Protest was received before the proposal evaluations through written addenda to the procurement documents. Any addenda will
be provided to all parties who have obtained a copy of the solicitation from the Owner.

B. The Assistant Director will issue a written decision on the Protest within two (2) business days following the receipt of the Protest, stating the reasons for the action taken. A copy of the decision shall be provided to the aggrieved party, and any other party as may be required, including but not limited to: (i) personal service, (ii) facsimile, or (iii) email, with telephonic confirmation.

C. The aggrieved party may appeal the decision of the Assistant Director through the judicial process in the county having jurisdiction (Whatcom County). The Owner will stay award of the Contract for two (2) business days, following the issuance of its decision.

4. JUDICIAL PROCEEDINGS
All judicial proceedings must be filed within four (4) business days of the issuance of the Owner’s decision.

5. STRICT COMPLIANCE
Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of this Contract, without first exhausting the administrative procedures specified herein.

6. REPRESENTATION
An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party’s own expense, by counsel.

7. COMPUTATION OF TIME
In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. The term “business day” shall mean any day on which the Owner is open for regularly conducted business. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following business day.

8. ACKNOWLEDGEMENT
By submitting a proposal in response to this solicitation, the Proposer acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting a proposal.
Exhibit C
Proposal, Performance, and Payment Bond Instructions

1. 1. The selected Design-Builder will be required to provide the following bonds for this Project:

   a. Payment Bond in the amount equal to the value of the contract amount, subject to subsequent modifications to that amount, and sales tax.
   b. Performance Bond in the amount equal to the value of the contract amount, subject to subsequent modifications to that amount, and sales tax.

1. The following shall apply:

   a. Proposers must submit a statement from their bonding company that the Proposer can meet the bonding requirements set forth above.
   b. The Payment and Performance Bond(s) shall be in the form attached hereto.
1. The Selected Design-Builder will be required to provide insurance as set forth in this exhibit.

2. Proposers must provide either:
   a. A statement from their insurance company that Proposers can meet the insurance requirements set forth above; or
   b. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above.

Exhibit D Table of Contents

<table>
<thead>
<tr>
<th>Description</th>
<th>Page</th>
</tr>
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<tbody>
<tr>
<td>Design-Builder's Insurance Requirements</td>
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</tr>
<tr>
<td>Owner's Insurance Requirements</td>
<td>7</td>
</tr>
<tr>
<td>Design Consultant's Insurance Requirements</td>
<td>8</td>
</tr>
<tr>
<td>Design-Build Subcontractor's Insurance Requirements</td>
<td>11</td>
</tr>
<tr>
<td>General Contractor's and Subcontractor's Insurance Requirements</td>
<td>15</td>
</tr>
</tbody>
</table>
## Design-Builders Insurance Requirements

### 1.1 Insurance Types and Limits.

#### 1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition)*:

<table>
<thead>
<tr>
<th>Type of Insurance [Insert Rating of Carrier]</th>
<th>Minimum Limits Required Per Claim/Occurrence</th>
<th>Minimum Limits Required Aggregate Policy Limits</th>
<th>Maximum Deductible</th>
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<tbody>
<tr>
<td>1. Worker's Compensation</td>
<td>Statutory Limits</td>
<td>Statutory Limits</td>
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</tr>
<tr>
<td>2. Employer's Liability (Bodily Injury by Accident)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a. By Disease</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Each Accident</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>c. Each Employee</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury/Property Damage per occurrence limit</td>
<td>$5,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Bodily Injury/Property Damage aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>c. Products/Completed Operation aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>d. Personal and Advertising Injury aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>e. Medical Expense limit (any one person)</td>
<td>$10,000</td>
<td>n/a</td>
<td></td>
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<tr>
<td>4. Contractor's Protective Liability (if applicable)</td>
<td>Separate coverage or included in item #6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Commercial Automobile Liability</td>
<td>$5,000,000 CSL</td>
<td>n/a</td>
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<tr>
<td>6. Professional Errors and Omissions pursuant to Section 1.1.3 (A) and 1.1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible</td>
<td>$5,000,000</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>8. Umbrella Excess Liability Insurance</td>
<td>As necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Builder's risk and boiler &amp; machinery insurance provided pursuant to DBIA Document No. 535 Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition)</td>
<td>$An amount equal to the full insurable value of the completed project on a replacement cost basis.</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

*Commercially reasonable deductibles (maximum of $50,000). All deductibles will be paid by the design-builder.*
1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 PROFESSIONAL LIABILITY INSURANCE.

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant’s practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant’s professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder’s practice policy.
1.1.3(B).1 The Design-Builder’s policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder’s valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Builder’s professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.1.4 Any coverage required to be maintained after Final Payment shall be identified below:

- General Liability, including completed operations coverage
- Worker’s Compensation
- Professional Liability, including Contractor’s Protective Liability, if applicable.
- Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder’s commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker’s Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.
2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

2.1.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.5.

   2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

   2.1.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.1 Additional Insureds

   3.1.1 Owner and Owner’s officers, directors and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder’s Contractor’s Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy or worker’s compensation. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner.

   3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker’s Compensation/Employer’s Liability policies.

   3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder’s Contractor’s Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

   4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

   4.1.2 If the Contractor’s Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

   4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

   4.1.4 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

   4.1.5 Any coverage required to be maintained after Final Payment shall be identified below:

      General Liability, including completed operations coverage
Worker's Compensation
Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.
Owner’s Insurance Requirements

1.1 Insurance Types and Limits.

1.1.1 Owner participates in the State of Washington Self-Insurance Liability Program which administers a Liability Account to finance the payment of general liability (including professional liability) and vehicle liability tort claims and lawsuits arising from the negligent actions of state agencies, its officers, employees and volunteers. The program operates under the authority of Chapter 4.92 RCW – Action and claims against state.

General liability (including professional liability) and vehicle liability tort claims and lawsuits against Western for the actions of its’ officers, employees and volunteers, while acting within the scope of their employment during university-sponsored programs and/or activities, would be subject to defense by the State of Washington with funding by the Liability Account.

Owner shall comply with all State of Washington workers compensation statutes and regulations.

2.1 Additional Insureds.

2.1.1 Design-Builder and Design-Builder’s officers, directors and employees shall be included as an additional insured on the State of Washington Self-Insurance Liability Program maintained by the Owner. Owner shall furnish to Design-Builder a copy of a Certificate of Insurance showing the parties named as an additional insured as set forth above. Design-Builder shall not be an additional insured on any other of Owner's policies.
### Design Consultant’s Insurance Requirements

#### 1.1 Insurance Types and Limits.

**1.1.1** The Design-Consultant shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 9 of DBIA Document No. 540, *Standard Form of Agreement Between Design-Builder and Design Consultant (2010 Edition)*:

<table>
<thead>
<tr>
<th>Type of Insurance [Insert Rating of Carrier]</th>
<th>Minimum Limits Required Per Claim/Occurrence</th>
<th>Minimum Limits Required Aggregate Policy Limits</th>
<th>Maximum Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Worker’s Compensation</td>
<td>Statutory Limits</td>
<td>Statutory Limits</td>
<td></td>
</tr>
<tr>
<td>2. Employer’s Liability (Bodily Injury by Accident)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. By Disease</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Each Accident</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>c. Each Employee</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury/Property Damage per occurrence limit</td>
<td>$5,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Bodily Injury/Property Damage aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>c. Products/Completed Operation aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>d. Personal and Advertising Injury aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>e. Medical Expense limit (any one person)</td>
<td>$10,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>4. Commercial Automobile Liability</td>
<td>$5,000,000 CSL</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>5. Professional Errors and Omissions</td>
<td>$5,000,000</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>6. Umbrella Excess Liability Insurance</td>
<td>As necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Other Coverages as Required on a case by case basis</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

#### 1.1.2

The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

#### 1.1.3

Unless otherwise specified, all insurance provided by Design Consultant shall be primary, and insurance independently carried by Design-Builder and Owner shall not contribute with such insurance.

#### 1.1.4

For those policies containing an aggregate, as soon as incurred loss activity (paid plus reserve) depletes the aggregate by 50% or more, written notice must be sent to the Design-Builder via fax and
1.1.5 **Waiver of Subrogation.** All Insurance policies shall provide for a waiver of subrogation in favor of those persons and entities designated in 3.1.1 below.

1.1.6 **Professional Liability.**

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant and Design Sub-Consultant.

Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design Consultant under their Agreements and any subsequent addenda thereto. Design Consultant shall provide Design-Builder with a minimum of 30 days prior written notice of any cancellation or non-renewal.

1.1.6.1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as their Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.6.2 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.6.3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.6.4 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of the Design Consultant to ensure that such person or entity provide Design-Builder and Owner with evidence of insurance to comport with this Exhibit.

1.1.7 Any coverage required to be maintained after Final Payment shall be identified below:

- General Liability, including completed operations coverage
- Worker's Compensation
- Professional Liability, including Contractor's Protective Liability, if applicable.
- Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

2.1 **Coverage Parameters and Endorsements.**

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided that it is agreed to by Design-Builder.

2.1.2 General Liability, Automobile Liability, Worker’s Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement
2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

3.1 Additional Insureds.

3.1.1 Design-Builder, Owner, and their respective parent entities, and officers, directors, members, and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design Consultant and its Design Sub-Consultants at any tier. Design-Builder is not an additional insured under any professional liability or worker’s compensation policies. Any coverage granted to an Additional Insured shall be primary and that coverage independently carried by an Additional Insured shall not contribute.

4.1 Terms and Effective Dates.

4.1.1 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.2 If the Professional Liability coverage is provided on a project specific basis it shall include an extended reporting period of six (6) years beyond the date for Substantial Completion of the Project unless otherwise specified.

4.1.3 All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

4.1.4 Any coverage required to be maintained after Final Payment shall be identified below:

- General Liability, including completed operations coverage
- Worker’s Compensation
- Professional Liability, including Contractor’s Protective Liability, if applicable.
- Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.
Design-Build Subcontractor’s Insurance Requirements

1.1 Insurance Types and Limits.

1.1.1 Design-Build Subcontractor shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 10 of DBIA Document No. 560, *Standard Form of Agreement Between Design-Builder and Design-Build Subcontractor - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition) or DBIA Document No. 565, *Standard Form of Agreement Between Design-Builder and Design-Build Subcontractor - Lump Sum* (2010 Edition):

<table>
<thead>
<tr>
<th>Type of Insurance [Insert Rating of Carrier]</th>
<th>Minimum Limits Required Per Claim/Occurrence</th>
<th>Minimum Limits Required Aggregate Policy Limits</th>
<th>Maximum Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Worker’s Compensation</td>
<td>Statutory Limits</td>
<td>Statutory Limits</td>
<td></td>
</tr>
<tr>
<td>2. Employer’s Liability (Bodily Injury by Accident)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>a. By Disease</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Each Accident</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>c. Each Employee</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury/Property Damage per occurrence limit</td>
<td>$5,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Bodily Injury/Property Damage aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>c. Products/Completed Operation aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>d. Personal and Advertising Injury aggregate Limit.</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>e. Medical Expense limit (any one person)</td>
<td>$10,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>4. Commercial Automobile Liability</td>
<td>$5,000,000 CSL</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>5. Professional Errors and Omissions pursuant to Sections 1.1.5 (A) and 1.1.5 (B) below providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible</td>
<td>$5,000,000</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>6. Umbrella Excess Liability Insurance</td>
<td>As necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Contractor’s Pollution Liability, including coverage for microbial matter (if applicable)</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>8. Other Coverages as Required on a case by case basis</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

Commerically reasonable deductibles (maximum of $50,000). All deductibles will be paid by the design-build subcontractor or its design consultant, as applicable.
1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 Unless otherwise specified, all insurance provided by Design-Build Subcontractor, its Sub-Subcontractors and its Design Consultants shall be primary, and insurance independently carried by Design-Builder and Owner shall not contribute with such insurance.

1.1.4 For those policies containing an aggregate, as soon as incurred loss activity (paid plus reserve) depletes the aggregate by 50% or more, written notice must be sent to the Design-Builder via fax and email.

1.1.5 PROFESSIONAL LIABILITY INSURANCE.

1.1.5(A) Professional Liability Insurance To Be Provided By Design-Build Subcontractor’s Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of Design-Build Subcontractor’s Design Consultant.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Build Subcontractor’s Design Consultant.

Design-Consultant must provide Design-Builder and Design-Build Subcontractor with a minimum of 30 days prior written notice of any cancellation or non-renewal.

1.1.5(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences or procedures by the Design Consultant or any person or entity providing design or other professional services as their Sub-Consultant. This exclusion is permissible only if the Design Consultant and any other persons or entities providing design or other professional services on their behalf are not performing construction activities. Notwithstanding the above, a Design Consultant’s professional liability policy also cannot contain any restriction, limitation of exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.5(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.5(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.5(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.5(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Build Subcontractor’s Design Consultant then it is the responsibility of such Design-Consultant to ensure that such person or entity provide Design-Builder and Design-Build Subcontractor with evidence of insurance to comport with this Exhibit.

1.1.5(A).6 Waiver of subrogation is to be provided in favor of Design-Build Subcontractor and its officers, directors and employees, and (if commercially available) Design-Builder, and Owner and its officers, directors and employees.

1.1.5(B) Professional Liability Insurance To Be Provided By Design-Build Subcontractor. Such policies must provide coverage for the scope of professional services to be provided by or
on behalf of Design-Build Subcontractor.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Build Subcontractor.

Design-Build Subcontractor shall provide Design-Builder with 30 Days prior written notice of any cancellation or non-renewal of the Design-Build Subcontractor’s practice policy.

1.1.5(B).1 The Design-Build Subcontractor’s policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims but only to the same extent that such coverage is provided by the Design-Build Subcontractor’s valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Build Subcontractor’s professional liability policy also cannot contain any restriction, limitation, or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.5(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.5(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Build Subcontractor.

1.1.5(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.5(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Build Subcontractor then it is the responsibility of Design-Build Subcontractor to ensure that such person or entity provide Design-Build Subcontractor and Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.5(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (DECEMBER 2004 EDITION) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided that it is agreed to by Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Build Subcontractor’ commercial general liability insurance are limited to ISO endorsements CG 2280 and CG 2279 or their equivalents.

2.1.2 General Liability, Automobile Liability, Worker’s Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.
2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

2.1.5 If Contractors pollution liability shall be required it can be written on an occurrence or claims-made basis. If written as a claims-made basis, the policy must comport to Section 4.1.3 below.

2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation, or exclusion related to naturally occurring substances must be modified so as not to apply to microbial matter and to the release of such naturally occurring substances as a result of the performance of operations.

3.1 Additional Insureds

3.1.1 Design-Builder, Owner, and their respective parent entities, and officers, directors, members, and employees shall be included as an additional insured on general liability, contractor’s pollution liability, umbrella and automobile liability policies of insurance of the Design-Build Subcontractor and its Design Consultants, and Sub-Subcontractors at any tier. No person shall be named as an additional insured on any professional liability policy or worker’s compensation. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute.

3.1.2 Each of the policies designated in section 3.1.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under worker’s compensation/employer’s liability policies.

4.1 Terms and Effective Dates.

4.1.1 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.2 If the Professional Liability coverage is provided on a project specific basis it shall include an extended reporting period of six (6) years beyond the date for Substantial Completion of the Project unless otherwise specified.

4.1.3 All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) price coverage for post expiration claims resulting from such circumstances.

4.1.4 List here any coverage required to be maintained after Final Payment:

General Liability, including completed operations coverage
Worker’s Compensation
Professional Liability, including Contractor’s Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.
General Contractor’s and Subcontractor’s Insurance Requirements

1.1 Insurance Types and Limits.

1.1.1 General Contractor and Subcontractor shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as set forth in DBIA Document No. 550, Standard Form of Agreement Between Design-Builder and General Contractor – Cost Plus Fee with an Option for a Guaranteed Maximum Price (2010 Edition), DBIA Document No. 555, Standard Form of Agreement Between Design-Builder and General Contractor – Lump Sum (2010 Edition), and DBIA Document No. 570, Standard Form of Agreement Between Design-Builder and Subcontractor (Where Subcontractor Does Not Provide Design Services) (2010 Edition):

<table>
<thead>
<tr>
<th>Type of Insurance [Insert Rating of Carrier]</th>
<th>Minimum Limits Required Per Claim/Occurrence</th>
<th>Minimum Limits Required Aggregate Policy Limits</th>
<th>Maximum Deductible</th>
</tr>
</thead>
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<tr>
<td>1. Worker’s Compensation</td>
<td>Statutory Limits</td>
<td>Statutory Limits</td>
<td></td>
</tr>
<tr>
<td>2. Employer’s Liability (Bodily Injury by Accident)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. By Disease</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Each Accident</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>c. Each Employee</td>
<td>$1,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury/Property Damage per occurrence limit</td>
<td>$5,000,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>b. Bodily Injury/Property Damage aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>c. Products/Completed Operation aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>d. Personal and Advertising Injury aggregate limit</td>
<td>n/a</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>e. Medical Expense limit (any one person)</td>
<td>$10,000</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>4. Commercial Automobile Liability</td>
<td>$5,000,000 CSL</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>5. Professional Errors and Omissions (if applicable)</td>
<td>$5,000,000</td>
<td>$10,000,000</td>
<td></td>
</tr>
<tr>
<td>6. Contractor’s Pollution Liability, including coverage for microbial matter (if applicable)</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>7. Umbrella Excess Liability Insurance</td>
<td>As necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Other Coverages as Required on a case by case basis</td>
<td>n/a</td>
<td>n/a</td>
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</table>

1.1.2 The insurance required by this Section 1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether

Commercially reasonable deductibles (maximum of $50,000). All deductibles will be paid by the general contractor or subcontractor, as applicable.
written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 Unless otherwise specified, all insurance provided by General Contractor, Subcontractor and its Sub-Subcontractors shall be primary, and insurance independently carried by Design-Builder and Owner shall not contribute with such insurance.

1.1.4 For those policies containing an aggregate, as soon as incurred loss activity (paid plus reserve) depletes the aggregate by 50% or more, written notice must be sent to the Design-Builder via fax and email.

1.1.5 Professional Liability. Such policy must provide coverage for construction management services and other professional services provided by or on behalf of General Contractor and Subcontractor.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by General Contractor and Subcontractor. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of General Contractor and Subcontractor under their Agreements and any subsequent addenda thereto.

General Contractor and Subcontractor shall provide Design-Builder with a minimum of 30 days prior written notice of any cancellation or non-renewal.

1.1.5.1 The General Contractor’s and Subcontractor’s policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the General Contractor’s and Subcontractor’s valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a General Contractor’s and Subcontractor’s professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.5.2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.5.3 Faulty Work Exclusion, limitation or restriction can only be applicable to the work self-performed by General Contractor/Subcontractor.

1.1.5.4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.5.5 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees and (if commercially available) Owner and its officers, directors and employees.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form (December 2004 Edition) or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided that it is agreed to by Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Contractors or Subcontractors commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker’s Compensation/Employers Liability and Umbrella
Excess Liability policies shall each include the following endorsements:

- **2.1.2.1** Unintentional Errors and Omissions Endorsement
- **2.1.2.2** Notice of Occurrence Endorsement
- **2.1.2.3** Knowledge of Occurrence Endorsement

**2.1.3** Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

**2.1.4** Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

**2.1.5** If General Contractor’s and Subcontractor’s Pollution Liability shall be required it can be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.3.

- **2.1.5.1** The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.
- **2.1.5.2** Any restriction, limitation, or exclusion related to naturally occurring substances must be modified so as not to apply to microbial matter and to the release of such naturally occurring substances as a result of the performance of operations.

**3.1 Additional Insureds.**

- **3.1.1** Design-Builder, Owner, and their respective parent entities, and officers, directors, members, and employees shall be included as an additional insured on general liability, umbrella, contractors pollution liability and automobile liability policies of insurance of the General Contractor and Subcontractor and its Sub-Subcontractors at any tier. No person shall be named as an additional insured on any professional liability policy or worker’s compensation. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute.

- **3.1.2** Each of the Policies designated in Section 3.1.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such persons or entities under Worker’s Compensation and Employer’s Liability policies.

**4.1 Terms and Effective Dates.**

- **4.1.1** If required, Professional Liability coverage shall be retroactive to the date that professional services first commenced.
- **4.1.2** If required, and if the Professional Liability coverage is provided on a project specific basis it shall include an extended reporting period of six (6) years beyond the date for Substantial Completion of the Project unless otherwise specified.
- **4.1.3** All claims-made policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.
- **4.1.4** List here any coverage required to be maintained after Final Payment:
  - General Liability, including completed operations coverage
  - Worker’s Compensation
  - Professional Liability, including Contractor’s Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion
# Exhibit E

## Corporate Structure Questionnaire

1. Proposers shall complete the following information for the Proposed Design-Builder and all proposed Design-Build Team Members:

<table>
<thead>
<tr>
<th>Legal Name</th>
<th></th>
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<tbody>
<tr>
<td>Street Address</td>
<td></td>
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<tr>
<td>Mailing Address</td>
<td></td>
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<tr>
<td>Point of Contact</td>
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<tr>
<td>Position</td>
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<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Telephone Number</td>
<td></td>
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<tr>
<td>Fax Number</td>
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<tr>
<td>Type of Business</td>
<td></td>
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<tr>
<td>D-U-N-S Number</td>
<td></td>
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<tr>
<td>Federal Tax Identification Number</td>
<td></td>
</tr>
<tr>
<td>State Contractor's Registration Number (if applicable)</td>
<td></td>
</tr>
<tr>
<td>State Business License Number (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

2. If the Proposed Design-Builder is a Joint Venture, Proposers must:
   a. Submit the above information the Joint Venture as well as for each member of the Joint Venture;
   and
   b. Attach a copy of the Joint Venture Agreement to this form.