

Request for Proposal (RFP)
RFP 2023-02-1016
Gymnasium Floor Replacement
at Sequim High School

Sequim School District #323

Issued: April 3, 2023

Due: By 2:00 p.m. Pacific time, April 17, 2023

For further information contact:

Mary Hawaaboo, Project Manager, Wenaha Group
Wenaha.M.Hawaaboo@sequimschools.org

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The Sequim School District (the District) is seeking a qualified contractor to complete Demolition and installation at the site located at 601 N. Sequim Ave, Sequim, WA 98382.

NOTICE TO PROPOSERS - All Proposals shall be:

- E-mailed to Mary Hawaaboo, Project Manager, Wenaha Group at Wenaha.M.Hawaaboo@sequimschools.org.
- Proposals will be received until **Monday, April 17, 2023 at 2:00 p.m. Pacific time.**
- The RFP documents may be obtained via an e-mail request to Mary Hawaaboo, Project Manager, Wenaha Group at Wenaha.M.Hawaaboo@sequimschools.org or at www.sequimschools.org/our_district/project_bid_opportunities or at Builders Exchange Washington www.bxwa.com.

Proposals will be evaluated based on best value to the District based on a combination of qualifications, quality of staff, design of similar projects, production capability, supervision and quality control, relationship with clients, cost estimates, budget control and schedule for the delivery of services.

The District may reject any or all Proposals upon a finding it is in the public interest to do so and to rescind the award of any contract at any time before the execution of said contract by all parties with no liability against the District.

PROCUREMENT TIMELINE:	
<i>Monday, April 3, 2023</i>	<i>Issue Request for Proposal (RFP)</i>
<i>Wednesday, April 12, 2023</i>	<i>Pre-Bid Walk Through</i>
<i>Thursday, April 13, 2023</i>	<i>Questions and comments must be submitted</i>
<i>Friday, April 14, 2023</i>	<i>Final Addenda will be issued</i>
<i>Monday April 17, 2023</i>	<i>Proposals due by 2 p.m. Pacific time</i>
<i>Friday, April 21, 2023</i>	<i>Intent to provide Notice of Award</i>

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response schedule will be made via addendum.

A. Project Description

Sequim High School is located at 601 N. Sequim Ave, Sequim, WA. This project is for the demolition of the existing Main Gymnasium Floor and replacement of that floor. The floor will need to tie into the existing Auxiliary Gymnasium floor. There is also a small area of water damage to the Auxiliary Gymnasium floor that will need to be replaced.

B. Project Team

1. **Owner:** Sequim School District #323
2. **Owner’s Representative:** Wenaha Group
3. **Design:** By Contractor
4. **General Contractor:** By Contractor

5. **Special Inspector:** City of Sequim

C. Communications with the Owner

Proposers are required to conduct the preparation of their Proposal with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be directed to the Owner's Representative. Do not communicate about the Project or the Procurement with any other members of the Project Team or their employees, members, elected officials, or representatives. Communication regarding the Procurement or the Project with any Project Team member, other than the designated Owner Representative may cause the firm involved to be disqualified from submitting under this Procurement.

D. Project Schedule

Time is of the essence; the proposers should propose the schedule which they are able to deliver the services. The District is targeting installation during summer break (June 27, 2023 – September 3, 2023), while the school is vacant.

E. Procurement Considerations

This RFP is issued in compliance with the District procurement policy and requirements. The Bidder shall complete and submit the Proposal form attached in Exhibit A and submit via email to Mary Hawaaboo at Wenaha.M.Hawaaboo@sequimschools.org no later than 2:00PM PST on Monday, April 17, 2023.

F. Proposal Requirements, Contents, and Considerations

Note that this is a Proposal Request, however the District requests the following information for review and reference. All respondents shall provide brief responses to the following information with their quote submission in the order. Proposal shall comply and consider each of the following:

- 1. Company Profile:** Profile of firm including history, number of years in business, geography regions, types of clients, and typical projects
- 2. Experience:** Listing of experience with similar construction projects within the City of Sequim or Clallam County. Include references for three (3) projects similar in size and scope of services completed in the last ten (10) years. (3 pages max).
- 3. Proposed Flooring Product**
Proposed product line and materials to be installed.
- 4. Certifications:** Provide list of relevant professional certifications, licenses, etc.
- 5. Cost Qualification:** Provide Cost Qualifications, fee structure and schedule for services to complete all design and installation for the scope of work. Proposal should be inclusive of labor, equipment, and materials necessary for a complete installation.
- 6. Format:** Qualifications, including attachments, shall not exceed fifteen (15) single sided standard size (8 1/2" x 11") pages, minimum Calibri 12-point font. Proposers shall e-mail the signed Proposal, with all pages numbered, bookmarked, and combined into a single PDF document, to Wenaha.M.Hawaaboo@sequimschools.org. Hard copy submissions or electronic formats other than PDF will not be accepted.

- 7. Acceptance of Qualification Specifications, Terms and Conditions:** The successful Proposer acknowledges and accepts all provisions within, and referenced within, this RFP. No revision will be considered or incorporated unless the successful Proposer expressly states within their Proposal a specific suggested alternate term. If the proposer suggests any revision, they shall include the specific reference to the term in the RFP, provide the proposed revised verbiage, and justification for consideration by the District.
- 8. Anti-Discrimination:** In connection with this RFP and in the performance of any subsequent contract, Proposers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, sexual preference, and/or being physically challenged. Proposers shall take action to ensure that all applicants are treated equally during employment without regard to such status.
- 9. Compliance with Applicable Laws:** In connection with this RFP and the contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this project and the performance of the contract whether such laws are stated herein or not.
- 10. Compliance with Public Works Procurement:** In connection with this RFP and the contract, Proposers shall make themselves knowledgeable of, and comply with, all procurement regulations and procurement policies for the District. Proposers acknowledge compliance with these regulations and policies by submitting proposals in response to this solicitation.
- 11. Compliance with Applicable Codes:** In connection with this RFP and the contract, Proposers acknowledge knowledge of applicable, adopted codes (as amended for the project location), and requirements for design defined within. Proposer will be responsible for providing a design in compliance with applicable codes.
- 12. Proposal Opening:** The Proposal will be submitted electronically. Proposal Opening will not be public.
- 13. Form of Contract:** The form of agreement shall be included in the proposer's submission and will be evaluated with the Proposal. The proposer should anticipate that additional provisions will be included in the final agreement as well as mutual agreement on any revisions necessary in the proposed agreement provided by the proposer.

The Proposer's Proposal will become an exhibit of the contract agreement to memorialize and incorporate the performance commitments, scope of services, qualifications, and team members into the provisions of the agreement. The document Order of Precedence will be described in the contract agreement.

- 14. The District's Rights:** The District may investigate the proposal of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the work described in this RFP.

The District reserves the right, in its sole and absolute discretion and without recourse by Proposers, to take any of the following actions:

- a. Reject any or all Proposals;
- b. Issue a new procurement;
- c. Cancel, modify, or withdraw the RFP;
- d. Issue addenda, supplements, and modifications to this RFP;
- e. Modify the RFP process;

- f. Appoint a selection committee and evaluation teams to review RFPs and seek the assistance of outside technical experts in the response evaluations;
- g. Hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the responses;
- h. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses;
- i. Waive irregularities in responses;
- j. In the negotiations for the contract with the selected proposer to change the dates for performance from that set forth in Section III hereof; and/or
- k. Refuse to issue a contract at all.

The District is not obligated to enter into any contract, and under no circumstances shall it have any obligation to pay for any costs or expenses incurred by any Proposer in the preparation or submission of a response to this RFP or in anticipation of a contract.

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFP, attending briefing(s), providing supplemental information, and all subsequent costs and expenses. By submitting a response to this RFP, a Proposer disclaims any right to be paid for such costs by the District or anyone else.

15. Investigation: The Proposer shall make all investigations necessary to understand the scope of the work, the Proposal documents, and existing conditions to provide the complete scope of work including protection of the existing elements to remain from damage during the performance of this work.

- a. A site walk will be on **Wednesday, April 12, 2023 at 10:00am** to review existing conditions.

16. Late Proposals: Proposals received after the time and date set for Proposal closing will not be considered for award. Delays in electronic transmission are the responsibility of the proposer. The official clock will be the clock on the laptop computer utilized by Mary Hawaaboo as documented by the receipt time attached to the email submission through the MS Outlook program.

17. Mistakes, errors and omissions in solicitation: Any mistakes, errors and omissions in this solicitation must be reported immediately to the District. At the District's discretion, notifications for mistakes, errors, and omissions provided **after** the deadline for submission of proposals may result in disqualification of the submission.

18. Publicity: News releases relating to this RFP will not be made without prior approval by, and in coordination with, the District.

19. Written Questions, Comments and Addenda, Rules of Contact: Questions and comments pertaining to this solicitation must be submitted in writing via email, according to the Qualification and Award Timeline to: Mary Hawaaboo, Project Manager, Wenaha Group, Inc., Wenaha.M.Hawaaboo@sequimschools.org.

- a. Questions and comments must be submitted **no later than 4:00 PM, Pacific time, on Thursday, April 13, 2023**.
- b. Final Addenda to this RFP will be issued **no later than April 14, 2023** to allow information to be incorporated into submissions.

- c. The District reserves the right to issue addenda at its discretion, up till the period noted above.

20. Work within Occupied Space:

The project is to be completed while the District is on summer break (June 27, 2023 – September 1, 2023). If the schedule of work requires the installation to be completed while the classes are in session, the work will have to be completed off-hours. Proposers should include these costs accordingly as projected in the Proposer's submission schedule. If Proposer needs an extended schedule, they will need to include a proposed schedule including weekends and night work in their proposal and there is no guarantee that it will be accepted by the District.

21. Design Responsibility:

Proposer shall include all documents necessary for permitting to complete the scope of work. This includes development of drawings and specifications as required for permitting, in compliance with State and Local jurisdictions, or other applicable codes and regulations.

Proposers shall not contact any of the District staff members, elected officials, representatives, or members during the selection process.

If, in the District's opinion, additional information or interpretation is necessary, such information will be supplied in the form of Addenda. Addenda shall have the same binding effect as though contained in the main body of the Request for Proposal. The successful Proposer shall acknowledge Receipt of all addenda issued, either with the Qualification, or separately, in writing, prior to the time and date set for Qualification closing. Addenda shall be sent within a reasonable time to allow prospective proposers to consider them in preparing their Proposals.

ORAL INSTRUCTION OR INFORMATION CONCERNING THE REQUEST FOR PROPOSAL OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE DISTRICT TO PROSPECTIVE PROPOSERS SHALL NOT BIND THE DISTRICT AND SHALL NOT BE RELIED UPON.

Other District employees or agents, including the Selection Committee, shall not be contacted once the RFP is issued and until a final selection and award is made.

Exhibit B

Exhibit B
RFP 2023-02-1016

SCOPE OF WORK CLARIFICATIONS

1. Provide complete demolition services, inclusive of all necessary disciplines. Complete debris removal and any costs that are incurred for this demolition, as allowable by code, is the responsibility of the Proposer.
2. Provide complete installation service, inclusive of all necessary disciplines, to allow construction of the project. Documentation shall include everything necessary to obtain permitting and sign off of the project by the Authority Having Jurisdiction (AHJ).
3. Proposer is responsible for the removal and re-installation of the bleacher system.
4. Proposer is responsible to provide specifications and drawings. Drawings will be acceptable for permitting, as required by the AHJ.
5. Proposer is responsible for providing submittal data for all products to be used in the installation of the gymnasium flooring. Submittals including shop drawings of arrangement approved by the District shall be presented to the District for review and acceptance of all elements prior to procurement.
6. Project is for a complete replacement and demolition of the existing Gymnasium floor and repair of an approximately 2ft x 8ft area of water damaged floor in the Auxiliary Gymnasium (see photos).
7. Flooring shall tie into the existing Auxiliary Gymnasium Floor.
8. Striping will be for 8 badminton/pickleball courts, 3 volleyball courts, and 3 basketball courts. There are also 15 floor plates with sleeves.
9. Administer all necessary pre-construction coordination meetings for the demolition and installation with the District to prevent conflict with school operations.
10. Provide reports of all construction activities, no less frequently than once a week.
11. Administer Owner, Contractor weekly meetings.
12. Comply with Washington State, Clallam County, City of Sequim or other Authorities Having Jurisdiction's adopted codes and regulations as applicable for the project.
13. Provide a logistics plan schedule of work prior to starting work showing the planned work and the anticipated construction duration including any facility closures. Work is to be completed during the District's summer break (June 27, 2023 – September 1, 2023).
14. Dictate and review all testing, field reports, manufacturer reports, or other required field installation reporting as required by the specifications or manufacturer

- guidelines. Review shall be for compliance with the project requirements.
15. Photos or other related documentation of the construction process shall be taken weekly and provided to the District as part of the closeout process.
 16. All documentation is to be submitted electronically in bookmarked PDF format, or other searchable and tabulated format, for ease of reference and use by the end user.
 17. Proposer will be responsible for development and submission of permits necessary for the project. Proposer shall also coordinate with the City or any other jurisdiction necessary for comments and questions and shall adjust design as necessary for permit approval at no additional cost to the District. The Proposer shall pay City of Sequim permit fees and submit to the District for reimbursement.
 18. Proposer shall submit pay applications once a month for completed work. Values shall be reviewed by the District for concurrence of completion. At no time shall billing percentage exceed progress of the design or installation, except with prior approval by the District.
 19. Proposer shall coordinate material selection and installation with the District. All program and material determinations shall be made with concurrence with the District. Failure to obtain this concurrence will result in the Proposer being liable for any costs incurred to install the agreed upon system.
 20. Proposer will be required to provide a check or bid bond in the amount of a least five percent (5%) of the total bid amount, excluding taxes.
 21. The successful proposer will be required to provide a payment and performance bonds in accordance with the District procurement requirements.
 22. The Proposer shall create a pre-existing conditions report that documents all damage, mars, tears, fading, cracks or other concerns prior to any activity. Damage not identified in this report will be required to be repaired to the District's satisfaction by the Proposer within the scope of the Contractors' proposal. This report shall be submitted to the Owner within 5 work days of the Notice to Proceed and at least 2 work days prior to the start of any work onsite.
 23. The contractor shall complete and submit a daily report to the District on a weekly basis for each day of work and submit it to the District no later than 10:00am on the following workday. At a minimum the report shall include:
 - a. Conditions: Weather, start time, end time, etc...
 - b. Systems (Water, Sewer, Power, Gas, Fire Protection, Fire Alarm, Security, Monitoring, Phone, etc...):
 - i. Note any service or system operation was interrupted, or confirm no interruptions occurred on each system
 - ii. Times it was interrupted and restored
 - c. Work:
 - i. The planned work for the day (per the schedule)

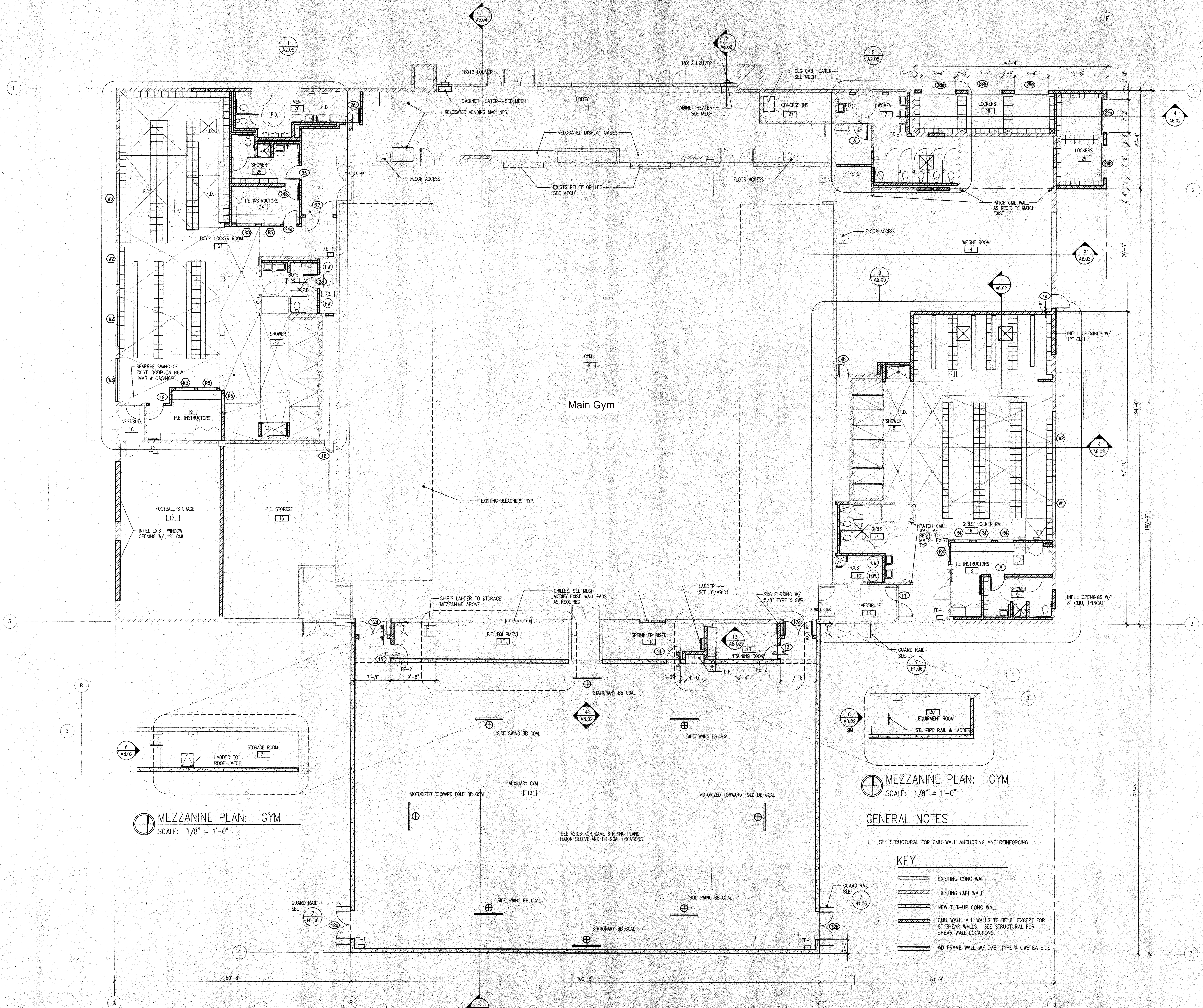
- ii. Actual work performed
 - iii. Hindrances to completing scheduled work
 - iv. Work not completed that was planned
 - d. Workforce:
 - i. List all contractors onsite
 - ii. Number of all workers onsite (including management) and if onsite for a portion of the day note arrival and departure times
 - iii. Name of each worker onsite
 - e. Safety:
 - i. Note any concerns with safety that occurred throughout the day
 - f. Daily wrap up:
 - i. Confirmation that the site was properly secured at the end of each work day
 - ii. Confirmation that the surrounding public areas and ROW were inspected and were unimpacted by the construction activities; periodically throughout the day and at the end of the work day
 - g. Visitors:
 - i. List anyone else that was at the site throughout the day that is not identified in Section d. Name, employer/affiliation, arrival time, departure time, and purpose.
 - h. Photos:
 - i. Provide daily photos of the work activity onsite documenting the work completed
24. Proposer shall submit to background checks and fingerprinting of personnel for access to school building as determined by the District. This time shall be included in the project.
25. Washington State Sales Tax is to be excluded from proposals. This will be added to the contract value of the successful proposer as applicable.
26. Proposer will be required to provide a final report/closeout binder containing, at a minimum, the following:
- a. Inspection and progress reports;
 - b. Results from tests of materials quality and composition, etc.;
 - c. As-Built drawings of building and installation;
 - d. Conveyance records, permits, bond issuance records, licenses and other legal documents issued or executed pursuant to the project;
 - e. Guarantees and warranties;
 - f. Material selections and replacement criteria;
27. The Proposer shall follow any and all protocols and safety precautions necessary to assure compliance with any and all guidance issued by any jurisdiction required for COVID. The consultant includes all provisions to implement processes and procedures to comply with the issued guidance at the time of proposal submission for the duration of the work without the need for consideration for any additional

relief by the Owner. In the event guidance and/or requirements are changed by any Authority Having Jurisdiction over the course of work the consultant will implement procedures to affect the revised guidance and the Owner and consultant will work together to mitigate any impacts to both parties.

Exhibit C



DATE: 09/27/96
DO: 10/15/97
PERMIT: 1/26/98
BID SET: 3/05/98



MEZZANINE PLAN: GYM
SCALE: 1/8" = 1'-0"

MEZZANINE PLAN: GYM
SCALE: 1/8" = 1'-0"

FLOOR PLAN: GYM
SCALE: 1/8" = 1'-0"

GENERAL NOTES

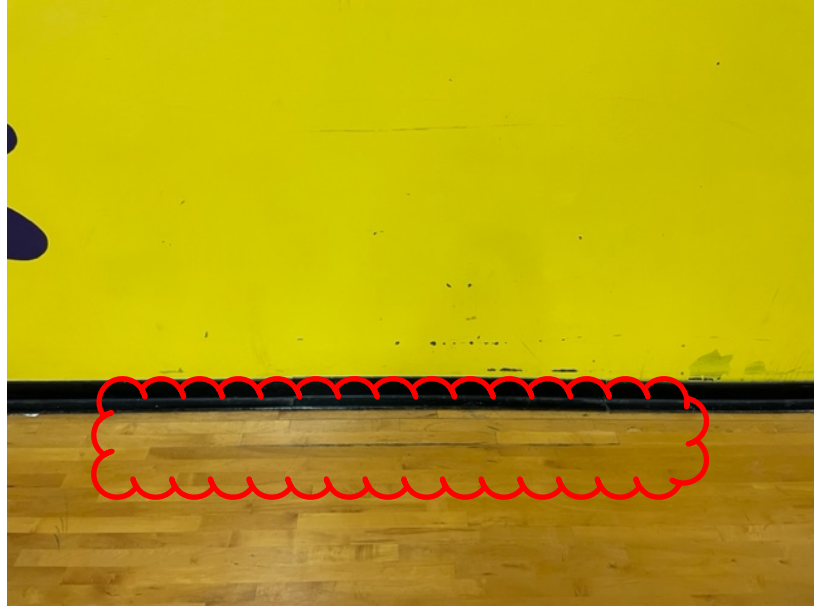
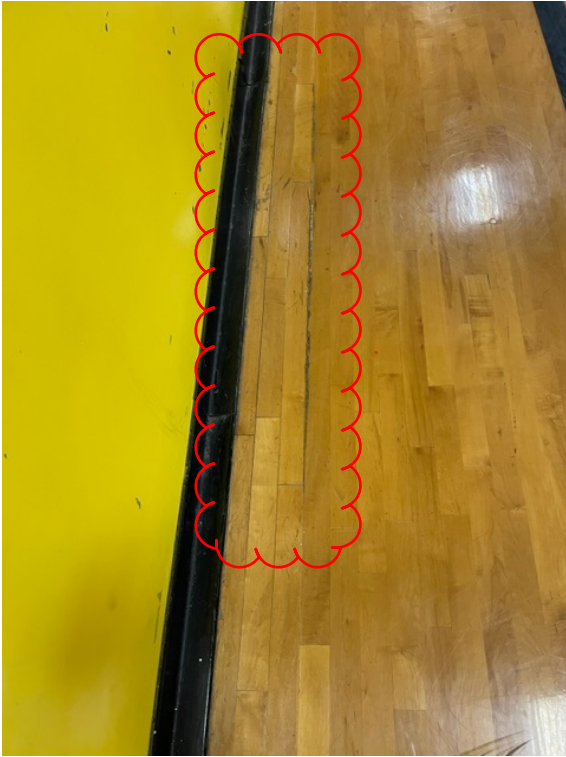
- SEE STRUCTURAL FOR CMU WALL ANCHORING AND REINFORCING

KEY

- EXISTING CONC WALL
- EXISTING CMU WALL
- NEW TILT-UP CONC WALL
- CMU WALL - ALL WALLS TO BE 6" EXCEPT FOR 8" SHEAR WALLS. SEE STRUCTURAL FOR SHEAR WALL LOCATIONS.
- WD FRAME WALL W/ 5/8" TYPE X CWB EA SIDE

Drawing: E:\0614\2 205\BUDGET\1\0614.dwg Date: 03/05/98 Original: 0.000.0.000 Revision: 0 Scale: 1/8"=1'-0"

Auxiliary Gymnasium Floor Water Damage
Approx 2'x8'



Auxiliary Gymnasium to Main Gymnasium Transition (Typ)



GUARANTEE



ACTION

Floor Systems, Inc.

Action Floor Systems, Inc. warrants that the material it shipped to Sequim High School Sequim, WA will be free from defects in materials and workmanship for a period of three years beginning 5/12/98. The flooring installer warrants that the installation of the flooring will be free from defects in materials and workmanship for a period of three years from beginning 5/12/98. The exclusive remedy under this warranty shall be replacement of defective material by Action Floor Systems, Inc., or correction of defective installation by the flooring installer. All implied warranties of merchantability or fitness for intended use are limited to the period of this warranty. This warranty excludes consequential damages.

This warranty does not cover damage caused by fire, winds, floods, chemicals, or other abuse, or by failure of other contractors to adhere to specifications, or neglect of reasonable precautions to provide adequate ventilation during hot or humid weather. This warranty also excludes damage due to excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or from any other source. This warranty also excludes damage to floors due to ordinary wear and tear, faulty construction of the building (other than the flooring installation), separation of concrete slab underlying the floor, settlement of walls, or use of water on the floors.

T&T Contractors, Inc.

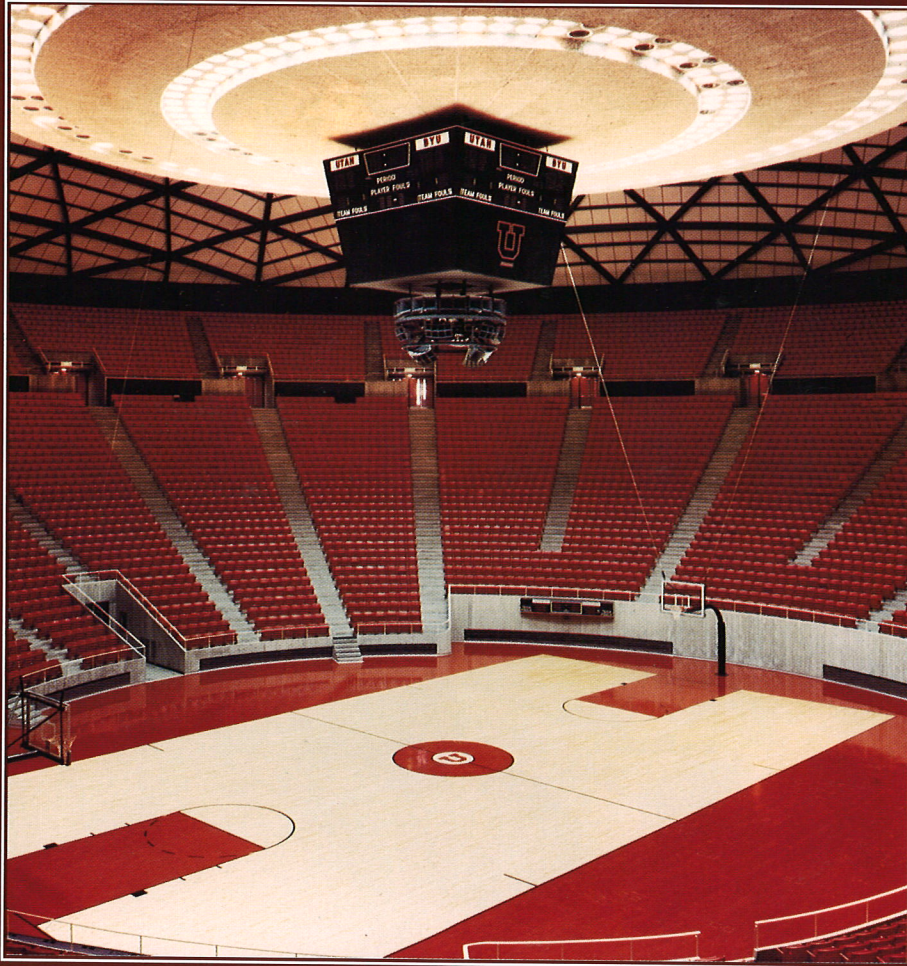
4095 SW 144th Ave Ste J
Beaverton OR 97005

Address

by: *J.P. Smith*
Contractor Signature

by: *Jackie Lamberty*
Action Floor Signature

HILLYARD



**WOOD GYM FLOOR
CARE**



N. S. Hillyard's dedication to developing durable wood gym floor coating systems was equaled only by his passion for developing the game of basketball. Pictured here with the 1919-1920 Hillyard team, N. S. and his team went on to win the National AAU Basketball Championships in 1926 and 1927. N. S. Hillyard's many contributions to improving and advancing the game of basketball are commemorated with a special exhibit in the Basketball Hall Of Fame in Springfield, Massachusetts.

HILLYARD



Hillyard Floor Treatments
P.O. Box 909
St. Joseph, MO 64502
1-800-365-1555

Taking Care of Your MFMA Maple Sports Floor

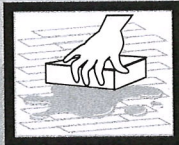
☘ Wood is naturally porous and can absorb and release moisture. If the humidity in your facility rises, your wood floor will absorb that moisture, causing it to expand. If the humidity falls, your wood floor will release moisture, causing it to shrink. ☘ Many installations include expansion voids around the perimeter and around columns or floor inserts,

plus expansion joints built into the floor surface. These features permit natural, normal expansion and contraction without damage to the floor. Too much moisture causes abnormal expansion which can lead to cupping or buckling of your floor. In abnormally dry conditions the wood will contract, leaving separations between flooring strips. ☘

Five Steps For Proper Daily Maintenance:



- 1. SWEEP THE FLOOR DAILY** with a properly treated dust mop. If the floor is used heavily, sweep it up to three times per day.

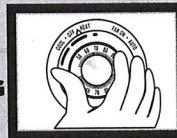


- 2. WIPE UP SPILLS** and any moisture on the floor surface.



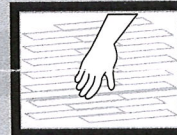
- 3. REMOVE HEEL MARKS** using an *approved* floor cleaner applied with a soft cloth or a dusting mop.

- 4. MAKE SURE THE HEATING/VENTILATING/AIR CONDITIONING SYSTEM IS FUNCTIONING PROPERLY**, and set to



maintain indoor relative humidities between 35% and 50% year round. In areas of consistently high or low outside humidity, a 15% fluctuation will not adversely affect the maple.

- 5. INSPECT FLOOR FOR TIGHTENING OR SHRINKAGE.** During wet weather, check for water leakage around doors and windows. Remove debris from expansion voids.



Never Do the Following:

- 1. NEVER** shut down the ventilating system in your facility for a prolonged period of time.
- 2. NEVER** use household cleaning products or procedures. They can be harmful to the floor finish and to the wood and may also leave floors sticky or slippery, and potentially harmful to athletes. Your MFMA contractor will recommend the right cleaning and maintenance materials for your MFMA sports floor.

- 3. NEVER** clean your MFMA floor using scrubbing machinery or power scrubbers which use water under pressure. Water is your floor's worst enemy!
- 4. NEVER** attempt to modify or repair your MFMA sports floor without first consulting your MFMA contractor.

DIRECT ALL QUESTIONS ABOUT YOUR MFMA MAPLE SPORTS FLOOR TO YOUR MFMA CONTRACTOR:



Maple Flooring Manufacturers Association
60 Revere Drive, Suite 500,
Northbrook, IL 60062 U.S.A.
847/480-9138. Fax: 847/480-9282
E-mail: mfma@maplefloor.com

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Exhibit D

Exhibit E

Insurance Requirements

1. Commercial General Liability insurance, including (a) bodily injury (including death) in the amount of no less than \$2,000,000 combined single limit and (b) property damage in the amount of no less than \$2,000,000 per occurrence (deductible of up to \$25,000 permitted).
2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor with policy limits of not less than One-Million Dollars (\$ 1 million) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.
3. The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance.
4. Workers' Compensation at statutory limits.
5. Employers' Liability (Washington Stop-Gap) with policy limits not less than One-Million Dollars (\$ 1 million) per occurrence.
6. The Contractor will secure and maintain for seven (7) years after the date of Substantial Completion of the Work professional errors and omissions insurance in an amount no less than Two-Million Dollars (\$2,000,000) per claim and Two-Million Dollars (\$2,000,000) aggregate (deductible of up to \$100,000 permitted) for damages that may result in any way from the negligent performance of the Contractor's obligations under this Agreement. The Contractor shall promptly notify the Owner of any interruption or termination of this insurance. The Contractor shall contractually require its consultant of any tier to maintain professional errors and omissions insurance in an amount of at least fifty (50) percent of the above amount, unless otherwise agreed by the Owner. If professional errors and omissions insurance is not reasonably available for a class of consultants, or reasonably available in the future to the Contractor, the Contractor must so notify the Owner immediately.
7. Additional Insured Obligations. All such insurance shall be placed with such insurers and under such forms and limits of policies as are reasonably acceptable to the Owner. The Contractor shall name the Owner and its directors, officers, employees, and agents as additional insureds on its Commercial General Liability and Automobile liability policies. Within fourteen (14) days of execution of this Agreement, the Contractor shall provide to the Owner certificates of insurance evidencing compliance with the requirement in Section 2.5. The certificates shall show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, umbrella, and excess policies. Such certificates of insurance shall have additional insured endorsements attached (including renewal or replacement certificates) acceptable to the Owner

and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The certificates shall further certify that the policies will not be cancelled or materially changed by either party without giving thirty (30) days' prior notice of such cancellation or change to the Owner. The Contractor shall have completed operations coverage. The foregoing requirements as to insurance and acceptability to the Owner of insurers shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Agreement. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.