

FOOD SERVICES MANAGEMENT AGREEMENT

1.0 This Agreement is made and entered into this 28th day of June, 2011, by and between **ARAMARK EDUCATIONAL SERVICES, LLC**, 1101 Market Street, Philadelphia, PA 19107 ("ARAMARK") and **WESTERN WASHINGTON UNIVERSITY**, 516 High Street, Bellingham, WA 98225 ("University").

2.0 Contract Period and Scope of Exclusivity

University hereby engages ARAMARK, on an exclusive basis, to provide University with meals, including a la carte items and non-alcoholic beverages, for University to resell to its students, faculty, staff and guests on its campus in Bellingham, Washington. Notwithstanding the foregoing, ARAMARK shall not have exclusive rights to: (i) Vendors Row, a project administered by the Associated Students; (ii) cold beverage pouring rights; (iii) snack vending; or (iv) catering beyond University's main campus.

The effective date of this Agreement is July 1, 2011 (the "Effective Date"). Commencing the Effective Date, and continuing through August 31, 2011 (the "Transition Period"), ARAMARK will transition its management services to the Food Service Facilities (as defined below). The term of this Agreement shall be for a period of ten (10) years two (2) months, commencing on the Effective Date and extending through August 31, 2021 (the "Term"), unless otherwise terminated as provided elsewhere herein.

2.1 Definitions

The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph:

2.1.1 "Accounting Periods": The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Periods in 2014 and 2020 shall each consist of six (6) weeks.

2.1.2 "Agreement": This Food Services Management Agreement, as amended from time to time.

2.1.3 "Annual Review": A review conducted annually to discuss operational issues.

2.1.4 "Business Review": A review conducted annually to assess progress, core activities, business efficiencies, operational issues, and contract assessment.

2.1.5 "Cash Net Receipts": Receipts received by ARAMARK from ARAMARK's cash operations less applicable state and local sales taxes.

2.1.6 "Food Service Facilities": The areas, improvements, personal property and facilities made available by University to ARAMARK for the provision of the food services as more fully described in Section 3.4.1.

2.1.7 "Gross Sales": All receipts received by ARAMARK for the provision of the University Food Service Program, including, without limitation, receipts from cash operations, receipts from catering sales, receipts from meal plan sales, whether such sales be evidenced by check, cash, credit, charge account, exchange or otherwise, minus applicable state and local sales taxes.

2.1.8 "Meal Plan Threshold": The average number of mandatory meal plan participants as calculated by the number of students on meal plans in any academic quarter (fall, winter, spring) as determined after each quarter's meal plan change period is complete, but no later than the end of the second week of such academic term.

2.1.9 "Memorandum of Understanding": A written document approving changes in pricing, hours of operation, equipment requests and other similar changes in lieu of a formal amendment to this

Agreement, signed by the Senior Contract Administrator and ARAMARK. All such Memoranda of Understanding are incorporated by attachment into this Agreement.

2.1.10 "Non-Servicewares Equipment": Food production equipment, other than Servicewares and Small Expendable Equipment.

2.1.11 "Operating Year": The consecutive twelve-month period commencing July 1 and ending June 30.

2.1.12 "Senior Contract Administrator": An administrator appointed by University to conduct Annual Reviews and approve changes through Memoranda of Understanding where defined within the scope of this Agreement.

2.1.13 "Servicewares": Items used in the serving of food and beverages such as chinaware, glassware and silverware.

2.1.14 "Small Expendable Equipment": Items used in the preparation of food such as pots, pans and kitchen utensils, and small equipment for housekeeping, cleaning, and sanitation.

2.1.15 "University Food Service Program": Those board, cash, catering and other related food service operations to be provided by ARAMARK under this Agreement.

2.1.16 "Zero Waste Dining Facility": A facility that practices the processes of safely recycling all materials back into nature or the marketplace in a manner that protects human health and the environment.

2.2 Contract Documents

This Agreement, ARAMARK's Best and Final Response to RFP# SM-2170, dated May 5, 2011, ARAMARK's proposal, dated January 21, 2011, and ARAMARK's other submissions dated February 22, 2011, March 3, 2011, April 11, 2011, and April 19, 2011, and University's RFP# SM-2170, dated November 8, 2010, represent the entire agreement between the parties and supersedes any and all prior agreements. In the event any conflict between the documents which constitute this Agreement should arise, the following order of precedence shall apply:

- (a) This Agreement;
- (b) University's RFP# SM-2170, dated November 8, 2010;
- (c) ARAMARK's Best and Final Response to RFP# SM-2170, dated May 5, 2011;
- (d) ARAMARK's proposal, dated January 21, 2011, and other submissions dated February 22, 2011, March 3, 2011, April 11, 2011, and April 19, 2011.

3.0 ARAMARK and University Responsibilities

3.1 Servicewares and Small Expendable Equipment

3.1.1 Initial and Subsequent Inventories

The University shall provide the initial Servicewares and Small Expendable Equipment inventories necessary and adequate for normal operating requirements as agreed to by both parties at commencement of the Term. Notwithstanding the foregoing, ARAMARK will spend up to \$120,000 during the 2011 – 2012 Operating Year for Servicewares and Small Expendable Equipment, uniforms and other catering need associated with the University Food Service Program.

Prior to September 1, 2011, the University and ARAMARK will jointly inspect and count the Servicewares and Small Expendable Equipment inventories and shall designate this as the PAR Inventory.

Replacement of the loss and breakage to the initial and subsequent Servicewares and Small Expendable Equipment inventories originally furnished by the University is the responsibility of ARAMARK.

Once each year during the Term, ARAMARK shall take a total inventory of Servicewares and Small Expendable Equipment with the participation of the University. ARAMARK shall certify that such inventory is correct and shall include a shortage listing. ARAMARK shall promptly initiate purchase action for shortages unless instructed otherwise by the University with copies documenting such action to be provided to the University.

Any Servicewares and Small Expendable Equipment inventory discrepancies shall be resolved through mutual agreement of both the University and ARAMARK.

At no time during the Term of this Agreement or for 90 days following Agreement termination, will any representative or member of ARAMARK management or employee remove any items designated in the PAR Inventory detailed in this Section and considered owned by the University, without the prior written approval of the Senior Contract Administrator.

3.1.2 Inventory Ownership and Purchases

All Servicewares and Small Expendable Equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) purchased by ARAMARK and invoiced to the University directly are the sole and exclusive property of University.

As part of the Annual Review, ARAMARK will present to University an equipment evaluation to determine any necessary future purchases. ARAMARK is expected to outline future equipment needs in its annual report to the University and receive approval from the Senior Contract Administrator.

3.2 Non-Servicewares Equipment

All Non-Servicewares Equipment shall be purchased by the University. The University complies with all State competitive procurement laws. ARAMARK may bid on any purchasing opportunities.

ARAMARK must obtain approval of the Senior Contract Administrator for the purchase of Non-Servicewares Equipment exceeding the Washington State bid limit in value. Such purchases may necessitate the implementation of competitive procurement processes which the University will oversee.

All Non-Servicewares Equipment purchased for the operation of the Food Services Facilities, excluding those items purchased as part of the Financial Commitment (as defined hereinafter) or which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party, shall become the sole and exclusive property of the University upon University's acceptance of successful installation and completion of training by manufacturer's representative of such Equipment to University.

3.3 Warranties

All statutory and manufacturer warranties on equipment purchases made hereunder are held by the University and are to be provided to the University upon successful equipment installation.

All equipment utilized for performance of this Agreement must be maintained in strict adherence with the manufacturer's or seller's standards and requirements.

3.4 Food Service Facilities

3.4.1 Facilities Provided

University shall make available to ARAMARK suitable Food Service Facilities, completely equipped and ready to operate, together with such heat, refrigeration, and utilities services as may be reasonably required for the efficient performance of this Agreement. The Food Service Facilities shall include adequate dressing rooms and rest rooms for ARAMARK's employees. University shall have full access to the Food Service Facilities at all times.

3.4.2 Office Space and Furnishings Provided

University shall provide and furnish ARAMARK office space with suitable desks, chairs, tables, filing cabinets, and safes (expendable office supplies excluded). The office and items therein shall be for the exclusive use of ARAMARK at University during the Term, and shall remain the property of the University. ARAMARK shall maintain and repair the above-mentioned equipment and furnishings.

ARAMARK will provide desktop and/or laptop computers, and printers and software for its assigned office space capable of connecting with the University's information technology network and Microsoft Exchange Enterprise email server. University currently uses the Microsoft Office 2003, 2007 and 2010 suite of applications for general administrative work. ARAMARK is responsible for the purchase, licensing, installation and support of all software applications that vary from University standards.

Notwithstanding the foregoing, during the Transition Period, temporary office space shall be provided as agreed upon by the University and ARAMARK. University will turn over to ARAMARK all food service space currently operated by Sodexo, and keys to such, on or before September 1, 2011.

3.4.3 IT System

University shall provide the network connections to each location necessary to handle office computing, timekeeping devices, marketing functions, digital signage, transaction processing, and point of sale functionality. University shall provide a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the information technology systems.

ARAMARK is responsible for the purchase and ongoing support of any proprietary hardware and software applications, including but not limited to timekeeping devices, non-standard hardware, ARAMARK payroll, personnel, and financial applications, and third-party application and website functionality.

ARAMARK and University shall jointly establish a program for ARAMARK desktop and point of sale device support including PC support, account management, University network drive access, software licensing, and hardware troubleshooting, and point of sale device functionality.

ARAMARK will ensure that, to the greatest extent possible, ARAMARK-managed on-line content sites maintain a look and feel consistent with University branding and visual identity expectations and user functionality congruent with University website standards.

University shall provide consistent and prominent access to content sites developed by ARAMARK for University (including, but not limited to, CampusDish and CampusDash) from University's websites and online portals. University agrees ARAMARK may obtain, store, utilize, process and transmit certain personal and financial data of University's students, guests, faculty and staff within and beyond University's firewall in accordance with (i) all applicable laws (ii) the current Payment Card Industry Data Security Standards ("PCI Standards") and (iii) ARAMARK's privacy policy, available at <http://www.aramark.com/PrivacyPolicy.aspx>.

University agrees to allow ARAMARK and its third-party auditors to access the University's information technology network and technical resources to the extent required to comply with applicable PCI Standards and to verify such compliance.

ARAMARK will implement CaterTrax and MenuBuilder.

3.4.4 Access Control; POS System; Western Card

University will provide an access control system (currently CBORD), and points of sale terminals (currently Micros). ARAMARK shall assume full responsibility for administration, operation, licensing and maintenance of any dining services access control system and point of sale devices and terminals as well as the licensing and support costs for any add-on modules related to dining access control or on-line discretionary dollar purchases, on-line dining stores, and other modules that ARAMARK decides to procure in the future.

The Western Card will serve as the dining access/privilege control platform. Any changes to access/privilege control hardware, firmware, and software must comply with the specifications of the Western Card. The Western Card uses ABA Track 1 for all dining services access/privilege control and sales functions. The Western Card is produced by the University and privileges are granted by the provider departments. ARAMARK employees may receive a Western Card.

3.4.5 Maintenance

University shall furnish building maintenance services for the Food Service Facilities, shall promptly make all equipment repairs and replacements, and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities. ARAMARK and University will mutually agree upon a Preventative Maintenance Schedule by June 30, 2012.

ARAMARK shall be responsible for the costs of maintenance and repair performed by University employees resulting from the acts or omissions of ARAMARK. University shall be responsible for the cost of equipment replacement and the costs of repairs of the building structure, electrical wiring and plumbing to the point of connection with the equipment, unless such repairs result from the acts or omissions of ARAMARK. If the replacement of an individual item is required due to ordinary wear and tear or acts of God, the University shall bear the entire cost of such replacement.

ARAMARK responsibilities include the maintenance of all kitchen and serving equipment whether or not they are attached to the property including, but not limited, to stoves, fryers, ovens, steamers, kettles, mixers, ventilation hoods, dishwashers, furniture, pot washers, steam tables, faucets, and minor plumbing, electrical work, and refrigeration including compressors, motors, etc. Further, ARAMARK shall be responsible to maintain the elevator service for elevator #8 in the Viking Union. Service of this elevator is currently contracted to Thyssen. Thyssen will invoice ARAMARK directly for all service and repairs.

University and ARAMARK agree to work together to develop a workable process to resolve potential maintenance problems and to control maintenance costs.

3.4.6 Keys

ARAMARK will be responsible for accounting for the location of any keys or locking devices provided to ARAMARK at the commencement of the Agreement. ARAMARK will be responsible for the cost of replacement of lost keys.

If the University reasonably determines that keys lost by ARAMARK or its employees could compromise campus security, ARAMARK will be responsible for paying all costs associated with re-keying designated locations.

Prior to the commencement of the Agreement, or at any time during the Agreement term, ARAMARK may request the University to re-key the facilities with ARAMARK paying any costs of such re-keying.

Requests to the University for new or replacement keys must be approved by the Associate Director of University Residences for Facilities.

3.5 Cleaning and Sanitation

3.5.1 Staff and Training

ARAMARK will provide a trained custodial staff member for Viking Commons, Viking Union, Atrium, Fairhaven Commons, and Ridgeway Commons who will train and oversee work of student employees and be responsible for overall cleanliness of dining facilities. ARAMARK will assure proper use of cleaning equipment and timely reporting of repair requests.

3.5.2 Cleaning & Sanitation Responsibilities

ARAMARK shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping (i) in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters) (ii) of cafeteria tables and chairs, (iii) on the docks, (iv) the inside of the windows except for windows that require the need of specialized equipment for proper cleaning, (v) the window coverings (vi) the hallways and restrooms adjacent to dining areas, and (vii) the walls.

ARAMARK shall transport refuse to and from the established food service refuse collection area and shall provide the necessary pest control. ARAMARK will respond immediately to deficiencies reported as a result of inspections conducted by designated University personnel.

The University shall be responsible for the cleaning of all ceilings, ceiling fixtures, air ducts, hood vent systems, the outsides of all windows, and insides of windows that require specialized equipment for cleaning; and shall provide and maintain adequate fire extinguishing equipment for the Food Service Facilities. University shall be responsible for any costs involved in setting up and cleaning the premises for all functions not managed by ARAMARK.

ARAMARK shall consult with the assigned University Residences Facilities Staff on a regular basis to review cleaning methods, cleaning agents, overall effectiveness of the cleaning program, and to arrange for quarterly extended carpet maintenance.

ARAMARK shall comply with manufacturer's instructions and warnings, and with reasonable business practice, with respect to the use, storage and disposal of potentially flammable materials and products used for cleaning and sanitation (e.g. oily rags and the potential for spontaneous combustion).

3.5.3 Restrictions on Cleaning Products

ARAMARK will use any "Green" or environmentally friendly cleaning products as used by or recommended by University so long as those products are determined to be effective and safe for food-production facilities.

3.5.4 Inspections

University shall conduct regular inspections of the Food Service Facilities to ensure the level of cleanliness. Any discrepancies will be mutually agreed upon and University will invoice ARAMARK to the extent University provides the service to rectify the associated discrepancies.

3.5.5 Laundry Services

ARAMARK is responsible for all laundry service costs associated with the provision of the University Food Service Program.

3.6 Utilities and Energy Conservation

University shall be responsible for the cost of the following utilities used in the Food Service Facilities: natural gas, electricity, and water/sewer. ARAMARK shall be responsible for garbage costs, and shall participate in and be responsible for associated costs of University recycling program.

ARAMARK will maintain utility consumption levels at a reasonable level making fair allowance for material growth in customer counts and/or meals served. ARAMARK will manage and reduce utility costs through energy saving practices such as turning off equipment when not in use, closing cooler doors, and identifying problem areas and recommending ideas for efficiencies and reduction.

Wherever possible and as metering exists, ARAMARK and University will jointly develop performance benchmarks to guide this cost reduction and responsible energy consumption. ARAMARK will promote energy conservation, including education/training of ARAMARK staff, and ways to use energy responsibly.

After the 2011-2012 Operating Year, wherever possible and as metering exists, ARAMARK and University will jointly develop energy management targets. Should ARAMARK not meet the jointly developed targets, the costs for the consumption above those targeted levels will be considered by the University in the following year's rate discussions. Further, if ARAMARK does not achieve such goals, ARAMARK will make up to \$100,000 available over the Term of this Agreement to reinvest in goods or services to ensure successful achievement of said targets in the subsequent Operating Years. Should metrics not be easily identified based upon conditions at the University, or prove too costly to achieve, ARAMARK and University will jointly agree to absolve ARAMARK of this commitment.

3.7 Hazardous Substances; Pre-Existing Conditions; Stormwater Releases

3.7.1 Hazardous Substances; Pre-Existing Conditions

As part of the services rendered under this Agreement, ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to University or others for any exposure of persons or property to (except for ARAMARK's obligations for Hazardous Substances brought onto University premises as described more fully below), asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at University's Food Service Facilities or their surrounding premises. Such services shall be provided by University or a third party retained by University. In no case will any ARAMARK employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with University.

ARAMARK and University will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement regarding such Hazardous Substances on the Food Service Facilities' premises. Each party will inform the other party of the presence of such Hazardous Substances and acknowledges that each party's employees will not be required to work in any location where they could be exposed to such Hazardous Substances.

ARAMARK shall indemnify and hold University harmless from any and all claims, demands, judgments, orders or damages resulting from Hazardous Substances brought onto University premises by ARAMARK and/or caused in whole or in part by the activity of ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees during any period of time that ARAMARK has occupied the University's Food Service Facilities, or their surrounding premises, during the Term of this Agreement.

ARAMARK will not be responsible for any Hazardous Substances that existed in, on, or upon the University's Food Service Facilities before the Effective Date of this Agreement ("Pre-Existing Conditions"). University shall disclose the presence of known Pre-Existing Conditions to ARAMARK on or before the Effective Date of this Agreement and will indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against

any liability related to, or arising out of, the presence of Pre-Existing Conditions on or at the University's Food Service Facilities during the Term of this Agreement, unless a claim or actual release of the Pre-Existing Condition is caused in whole or in part by the activity of ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees.

Notwithstanding the foregoing, if a claim, demand, judgment, order or damage resulting from Hazardous Substances, or a claim or actual release of the Pre-Existing Condition, is caused by both parties, the apportionment of said claim, demand, judgment, order or damage shall be shared between both parties based upon the comparative degree of each party's fault, and each party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorneys' fees and witnesses' fees and expenses incident thereto.

ARAMARK shall immediately notify University if ARAMARK becomes aware of any of the following:

- A release or threatened release of Hazardous Substances in, on, under or above the University's Food Service Facilities, any adjoining property, or any other property subject to use by ARAMARK in conjunction with this Agreement;
- Any problem or liability related to or derived from the presence of any Hazardous Substance in, on, under or above the University's Food Service Facilities, any adjoining property or any other property subject to use by ARAMARK in conjunction with this Agreement;
- Any actual or alleged violation of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances with respect to the University's Food Service Facilities, any adjoining property, or any other property subject to use by ARAMARK in conjunction with this Agreement; or
- Any lien or action with respect to any of the foregoing.

ARAMARK shall, at University's request, provide University with copies of any and all reports, studies or audits which pertain to environmental issues or concerns and to the University's Food Service Facilities, and which are or were prepared by or for ARAMARK and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law.

3.7.2 Stormwater Releases

In compliance with the Phase II Western Washington Municipal Stormwater Permit (www.ecy.wa.gov), ARAMARK will provide training for personnel and necessary equipment (which costs shall not exceed \$4,500 per Operating Year) on University premises to respond immediately to any discharge, including spills, of any oil, grease, or any other substance within the dining operation which threatens to enter the municipal stormwater system which could constitute a threat to human health, welfare, or the environment. ARAMARK must immediately report any such discharge or spill that enters or threatens to enter the municipal stormwater system to the University's Environmental Health and Safety Office at 360-650-3064 (24 hours day/7 days week pager).

Stormwater information including permit requirements and technical resources is available from the Washington State Department of Ecology (www.ecy.wa.gov/programs/wq/stormwater/index.html).

3.8 Vehicles and Parking Services

3.8.1 Vehicles

ARAMARK is responsible for providing all vehicles for the provision of the University Food Service Program. Vehicles will be maintained in good working order and physical condition.

3.8.2 Parking

University will provide designated parking spaces for seven (7) vehicles used for direct delivery of dining services at University. ARAMARK will be responsible for the cost of such parking permits and will purchase such permits at University departmental rates.

ARAMARK or their individual employees will be responsible for purchasing employee parking permits at University standard employee rates.

3.9 Employment

3.9.1 Employees

ARAMARK shall provide and pay a staff of its employees on duty on University's premises for the efficient management of the University Food Service Program. Employees of ARAMARK will be subject to the rules and regulations of University while on University's premises.

3.9.2 Background Checks

ARAMARK will conduct background checks for full time, part time, and student employees in accordance with University Policy U-5400.08.

3.9.3 Immunizations

As a condition of employment ARAMARK shall verify that all employees have immunizations or waivers consistent with University immunization policy as set forth in University Policy U-1300.01 and be in compliance with all State and County requirements applicable to the University Food Service Program.

3.9.4 Managerial Employees

The University reserves the right to provide input in the selection of ARAMARK's management employees.

3.9.5 Non-Managerial Employees

ARAMARK shall hire for a probationary period of six (6) months at ARAMARK's proposed pay rates all current ARAMARK's non-managerial employees who desire to remain employed at the University dining services and meet ARAMARK's standards. ARAMARK shall give written notification to all employees who will be separated from service thirty (30) days prior to the end of the six (6) months probationary period.

3.9.6 Student Employees

ARAMARK will make a good faith effort to employ student employees comprising at least 55 percent of the non-management labor hour total. Students currently employed in dining services operations will be given first priority. Additionally, ARAMARK will ensure that preference for employment in the boarding operations will be given to students residing in residence halls. ARAMARK shall work with University Student Employment Office to identify potential student employees.

Student employees shall be paid hourly rates that are comparable to or higher than other student employees with comparable responsibilities or consistent with the student employee pay matrix at University.

ARAMARK will institute a student manager program to allow student employees opportunities for leadership and supervisory experiences.

ARAMARK will provide safety training and any personal protective equipment required under state and federal health and safety laws in compliance with Section 5.2.1.

3.9.7 Personnel Indemnity

Neither party shall be liable to the other for liability arising as a result of any personnel action taken by a party against its own employee. However, the University shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against liability arising as a result of any personnel action taken by ARAMARK against its own employee at the written direction of University's Assistant Attorney General and which ARAMARK

would not have otherwise taken, including but not limited to, claims and losses arising from claims or awards of retroactive wages, damages, interest, attorneys' fees and costs, fines and penalties.

ARAMARK agrees to provide University with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. ARAMARK agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without University's Assistant Attorney General's prior written approval; provided, however, that the foregoing shall not apply in the event that the University has in writing rejected, denied or otherwise failed to reasonably and timely respond to the indemnification request with respect to such loss or claim. Each party agrees to cooperate fully with the other party in the investigation, defense and settlement of all such losses and claims.

University retains its right to designate an ARAMARK employee persona non grata. Such employee may be trespassed from all, or part, of any University property and may be subject to arrest and prosecution in violation of a trespass order by University Police. Consequences arising from such action shall not be subject to the indemnity provisions of this Section.

3.9.8 Cross-Hire

University employees shall comply with RCW 42.52.080 – Employment After Public Service.

University acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, University agrees that supervisory employees of ARAMARK will neither be hired by University, or its third-party food service vendor, for food service supervisory positions providing similar management or professional services for a period of one year from the employee's date of termination from ARAMARK.

University agrees that if it violates the conditions set forth in the immediately preceding paragraph, then University shall pay to ARAMARK and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the ARAMARK supervisory employee hired by University or allowed to work on University's premises in violation of the terms of this Agreement.

3.9.9 Nondiscrimination

ARAMARK shall not discriminate because of race, color, religion, sex, age, national origin, disability, status as a Vietnam Veteran, marital status, creed, the use of a trained dog guide or service animal by a disabled person, or sexual orientation, including gender expression or identity, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees of the University Food Service Program. ARAMARK affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations.

3.9.10 Dining Nutritionist

ARAMARK shall ensure the services of a certified dietician who will advise on menu preparation, meet with students and staff about diet and nutrition, and present diet/nutrition-related programs. This person must be on-site for at least half (50%) time during the academic year.

3.9.11 Child Development Center Personnel

ARAMARK will provide one cook for the University's Child Development Center and shall be responsible for ongoing review and training of the cook. ARAMARK will provide wages, benefits, and taxes consistent with other ARAMARK employees at University, at University's expense.

3.10 Sustainability

The University expects ARAMARK to implement current sustainable practices equaling or exceeding campus standards including but not limited to the following Sections:

3.10.1 Recycling

ARAMARK is committed to fostering a strong partnership with to integrate and enhance the current recycling program on campus.

3.10.2 Purchase and Transport of Food

ARAMARK will work collaboratively with University to ensure that to the extent practicable suppliers minimize their environmental impact through the effective use of ecologically sustainable techniques.

3.10.3 Sustainable Procurement

ARAMARK will work with the University to meet or exceed University's commitment to increase local, organic and sustainable procurement. ARAMARK will work with the University regarding the University's commitment to the Real Food Challenge. ARAMARK commits to meeting or exceeding University's goal of 20 percent of total procurement in 2012 as sustainable procurement.

3.10.4 Energy Management

ARAMARK will ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practices and technology.

3.10.5 Waste Disposal

ARAMARK will, in partnership with University, ensure as little waste as possible is produced in the provision of the University Food Services Program. Mechanisms to reduce food waste such as composting should be put in place. Efforts to minimize packaging and other waste should be taken, and more ecologically-sensitive disposable products should be used when possible.

Dependent upon waste stream capabilities in Whatcom County and in conjunction with University's ability to assist, ARAMARK commits to converting all three dining commons to Zero Waste Dining Facilities by December 31, 2012. "Zero Waste" metrics will be mutually agreed by and between University and ARAMARK. If ARAMARK is unable to achieve such goal, ARAMARK will make available up to \$100,000 for the Term of this Agreement to assist the dining facilities achieve this Zero Waste goal within a mutually agreed upon timeframe.

3.11 Operations

3.11.1 Food and Beverage Costs

ARAMARK shall purchase and pay for all food, supplies and services utilized in the University Food Service Program.

3.11.2 Exclusive Pouring Rights

University has a separate exclusive pouring rights contract with Walton Beverage that requires specific products be sold to customers in all University venues until September, 2020. ARAMARK is required to honor these and any other current and future pouring rights obligations in the provision of the University Food Services Program.

3.11.3 Medically Prescribed Diets

ARAMARK shall provide special diets for students when prescribed and approved in writing by a medical doctor or other approved University departments. ARAMARK and University will work together to accommodate reasonable requests for special diets.

3.11.4 Nutrition

ARAMARK will provide nutrition Information online and at the points of service in the Food Service Facilities.

3.11.5 Raw Ingredient Standards

ARAMARK shall procure and prepare raw ingredients that are of high quality and nutrient value. This requirement is demonstrated in the following examples of minimum specifications:

- Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard
- Pork and Lamb - USDA Grade A (#1)
- Poultry - USDA Grade A
- Seafood - USDA Grade A
- Eggs - USDA Grade A (Large or Medium)
- Dairy Products - USDA Grade A
- Frozen Foods - USDA Grade A Fancy
- Fresh Produce - USDA #1 Quality
- Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.
- Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.
- USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%.
- Veal and Pork steaks shall be solid meat portions – un-breaded and not pre-formed from chopped or ground meat.
- Must use zero trans fat oils with no partially hydrogenated vegetable oils.

3.11.6 Preparation and Service Standards:

ARAMARK shall prepare, serve and store food items in accordance with applicable HACCP standards.

3.11.7 Inventory

At the termination of this Agreement, University agrees, if requested by ARAMARK, to cause ARAMARK's successor to purchase ARAMARK's usable inventory of food and supplies at negotiated cost.

3.11.8 Disaster Preparedness Plan

No later than July 1, 2012, ARAMARK will work with University to develop and implement a mutually agreeable extensive disaster recovery and incident response plan(s) and periodic staff training program(s) to assure effective service levels during events such as natural disasters, pandemics, severe weather and disruption of food supplies.

3.11.9 Dining Services Calendar

University will provide a dining services calendar for the guidance of ARAMARK at the beginning of each Operating Year which shall be subject to modification by mutual agreement.

3.11.10 Operating Statements and Performance Evaluation

ARAMARK shall submit to the University monthly operating statements for each business segment (residential, retail and catering programs) and by operating unit and must include budgeted and actual revenue and expense figures for the monthly period as well as year-to-date period.

ARAMARK shall prepare and submit to the University monthly and year to date operating metrics for the residential, retail and catering programs, including at a minimum: customer counts, dining hall meals served, participation rates, average check (retail), labor hours worked, average sales per labor hour, and food cost metrics.

ARAMARK will develop an annual summary and initiate a meeting between ARAMARK's District/Regional supervisor and University to review all financial, program indicators. Such review will include a review of: sales, expenditures, participation rates, counts and check averages as well as any repair or development issues, and shall be part of the annual Business Review.

ARAMARK and University will mutually agree upon a method of annual performance evaluation and business review to be used for measuring ARAMARK's plans, execution and performance hereunder.

University reserves the right to establish one or more committees for the University's dining program as determined by Senior Contract Administrator.

After the 2011-2012 Operating Year, and administering Dining Style Survey's for a full year, ARAMARK will work collaboratively with University to establish goals and metrics to increase the scores that measure the attributes most meaningful to University. If such metrics are not met, ARAMARK will make up to \$50,000 each year metrics are not met to achieve the goals and measurements in subsequent Operating Years. ARAMARK and the University will jointly agree upon the frequency of penalties, if necessary, due to not achieving mutually agreed upon goals and measures.

3.11.11 Retail and Catering Pricing

University and ARAMARK shall mutually determine the prices at which items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to increases in its product or labor costs, ARAMARK, with written notification to Senior Contract Administrator, may increase its prices to recover such increased costs. ARAMARK shall have the right to implement such price increases upon approval by Senior Contract Administrator, but in no event later than 30 days following ARAMARK's notification to Senior Contract Administrator.

Notwithstanding the foregoing, in all retail operations the pricing of all items is to be competitive with the local market (defined as the Bellingham area) and be comparable from unit to unit on campus. ARAMARK will adjust retail pricing on a continuous basis to reflect on-going market fluctuations.

3.11.12 Temporary Meal Passes

ARAMARK agrees to provide students holding a meal plan with a temporary meal pass for 24 hours at no charge. If such students are unable to find their ID they will be required to go to the appropriate University Department for card replacement. For issues that take more than 24 hours to resolve, ARAMARK will issue a temporary punch or meal ticket, and will reconcile with student's meal plan.

3.11.13 University Meal Passes

ARAMARK is to make available to University two (2) passes to any and all regular food service operations of ARAMARK. The passes are periodically issued to University personnel by the Director of University Residences. The passes shall permit University personnel to participate, at no direct charge to the individual or University, at any and all board meals, fast food sales, food concessions, carts, etc., operated by ARAMARK. The purpose is to permit University personnel to thoroughly review and evaluate the service and quality of ARAMARK's operations. Meal Passes are updated quarterly.

3.11.14 Hours of Operation

Current hours of operation for residential operations will be maintained during the 2011-2012 Operating Year, subject to change upon mutual agreement of the parties. ARAMARK and University will work

collaboratively to make changes to hours of operation, should the need arise, for future Operating Years.

3.11.15 Marketing Plan

ARAMARK will work with University to develop and implement a marketing plan that will specifically promote residential and retail dining, and catering.

4.0 Financial Terms

4.1 Board Plan Rates

ARAMARK will prepare and serve meals to University for University to resell to its students participating in the Board Plan for each academic quarter at the following rates:

University of Western Washington					
2011 – 2012 Daily Cost Per Person Sliding Scale					
Patrons		Unlimited/QT/150	125 BI/QT/150	100 BI/QT/150	75 BI/QT/150
3350 and above		13.63	12.16	11.62	10.96
3300	3349	13.74	12.26	11.72	11.06
3250	3299	13.85	12.37	11.83	11.17
3200	3249	13.96	12.49	11.95	11.28
3150	3199	14.08	12.60	12.06	11.40
3100	3149	14.20	12.72	12.18	11.52
3050	3099	14.32	12.84	12.30	11.64
3000	3049	14.45	12.97	12.43	11.77
2950	2999	14.58	13.10	12.56	11.90
2900	2949	14.72	13.24	12.70	12.04
2850	2899	14.86	13.38	12.84	12.18
2800	2849	15.00	13.53	12.99	12.33
2750	2799	15.16	13.68	13.14	12.48
2700	2749	15.31	13.84	13.30	12.64
2650	2699	15.48	14.00	13.46	12.80
2600	2649	15.65	14.17	13.63	12.97
2550	2599	15.82	14.35	13.81	13.15
2549 and below		16.01	14.53	13.99	13.33

For each Operating Year subsequent to the 2011-2012 Operating Year, ARAMARK is entitled to a pricing increase of 3.5 percent or greater taking into consideration the Consumer Price Index for All Urban Consumers (CPI U) Food Away From Home, labor costs, direct costs and other operational increases, among other factors. The parties shall mutually agree upon such pricing.

Notwithstanding anything herein to the contrary, the Board Plan rates are based in part on the federal and state minimum wage laws in effect as of the date ARAMARK commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, ARAMARK shall automatically be entitled to a commensurate increase in its Board Plan rates to cover increased labor costs resulting directly or indirectly from such increase in a mutually agreeable manner.

The foregoing Board Plan rates are based on a maximum of Two Hundred Twenty Eight (228) full meal plan service days per Operating Year and may include partial billing days. At the beginning of each fall winter and spring quarters, as applicable, University shall furnish ARAMARK with a list of all persons entitled to meals at Board Plan rates for such quarter and the parties will reconcile such list daily. Billings to University will be based on the number of persons listed each Wednesday morning before

breakfast. No allowance will be made for meals or days which contract patrons miss, unless otherwise approved by University and ARAMARK, and partial days will be considered full days for billing purposes.

Declining Balance dollars associated with Board Plan purchases can only be used at ARAMARK locations. Any unused Declining Balance dollars remaining at the end of the fall quarter shall be available during the following winter quarter, and any unused Declining Balance dollars remaining at the end of the winter quarter shall be available during the following spring quarter. At the end of the spring quarter, all such unused Declining Balance dollars shall be retained by ARAMARK.

ARAMARK will sell Declining Balance dollars not associated with Board Plans directly to the students, faculty, and staff. Declining Balance dollars not associated with Board Plans rollover from year-to-year until such time as the associated student, faculty or staff member leaves University. If such student, faculty or staff member requests any unused Declining Balance dollars within thirty (30) days after leaving the University, such Declining Balance dollars will be returned, otherwise, any unused Declining Balance dollars will be returned to University. At Agreement termination, one hundred percent (100%) of current user balances shall be returned to University.

University acknowledges that the Board Plan rates set forth above have been calculated based, in part, upon the Meal Plan Threshold. The Meal Plan Threshold for the 2011-2012 Operating Year equals Three Thousand Three Hundred Thirty Seven (3337) mandatory meal plans for each of the fall, winter and spring quarters on average, as determined each quarter following the meal plan change period for such quarter, but no later than the end of the second week of such academic term. The Meal Plan Threshold for each subsequent Operating Year shall be mutually agreed between the parties.

4.2 Casual Meals

ARAMARK shall provide casual meals to University's students, faculty, staff and guests at the following rates:

Breakfast:	\$6.25
Lunch/Brunch:	\$7.50
Light Lunch:	\$6.28
Dinner:	\$8.75
Premium Dinner:	\$10.75
Late Night Meal:	\$7.50

Casual Meals rates for subsequent Operating Years shall be mutually agreed upon by ARAMARK and Senior Contract Administrator as formalized in a Memorandum of Understanding.

4.3 Cash Operations

ARAMARK shall retain all cash receipts.

4.4 Catering

ARAMARK shall provide catering services for groups and functions. ARAMARK and University shall work jointly to develop an approach that supports a successful catering program.

ARAMARK may offer catering services using University facilities for non University off campus functions that relate to the mission of the University or other governmental agencies or their foundations with prior written approval of the Senior Contract Administrator. ARAMARK shall not have the right to authorize or permit the use of the University's facilities by third parties without the express written consent of the University.

Pricing will be reviewed annually and jointly agreed upon by ARAMARK and Senior Contract Administrator as formalized in a Memorandum of Understanding.

4.5 Commissions

4.5.1 Commission Rates

With respect to each category of operations set forth below, ARAMARK shall pay to University the applicable commission, as a percentage of Gross Sales from such category of operations, unless otherwise noted, set forth below:

<u>Category of Operations</u>	<u>Commission (percentage of Gross Sales)</u>
Residential Dining Board Sales	5.75%
Voluntary Board Sales	13.00%
Guest Sales in Dining Halls	13.00%
Summer Meal Plan Sales	13.00%
Conferences	13.00%
Catering	13.00%
VU Market & Café (except Subway)	13.00%
Subway at Viking Market	3.00%
The Underground Coffee House	13.00%
Miller's Market	13.00%
Wilson Library (Zoe's Bagels)	13.00%
Haggard Hall (Specialty Coffee)	13.00%
The Atrium	13.00%
Starbucks	7.50%
Buchanan Towers Café/Market	13.00%
The Haven (P.O.D Market)	13.00%
Rec. Center (Rock's Edge)	13.00%
Concessions	13.00%
Mobile Street Eats	13.00%

ARAMARK shall prepare a summary report each Accounting Period of all sales subject to commissions and shall submit such report with any payment owing for that Period in accordance with Section 4.9.3 below to the University.

4.5.2 Guaranteed Commissions

ARAMARK has guaranteed that University shall receive the following minimum commission amounts during each of the following Operating Years (each, a "Minimum Commission Amount"), subject, in all respects, to the fulfillment of the conditions precedent set forth below. In the event that aggregate commissions paid by ARAMARK pursuant to the terms of Section 4.5.1, above, do not, with respect to any particular Operating Year, at least equal the guaranteed annual commission set forth below opposite such Operating Year, then ARAMARK shall, within 30 days following the end of such Operating Year, pay to University an amount equivalent to the difference of (i) the amount of the guaranteed annual commission for such Operating Year minus (ii) the amount of actual aggregate commissions paid to University for such Operating Year pursuant to Paragraph 4.5.1 of this Agreement.

<u>Operating Year</u>	<u>Commission</u>
2011 – 2012	\$1,643,730
2012 – 2013	\$1,796,609
2013 – 2014	\$1,970,568
2014 – 2015	\$2,126,634
2015 – 2016	\$2,375,652
2016 – 2017	\$2,538,899
2017 – 2018	\$2,712,476
2018 – 2019	\$2,897,406

2019 – 2020	\$3,095,741
2020 – 2021	\$3,309,314

The foregoing commission guarantee is subject to the fulfillment of the following conditions precedent. In the event that such conditions are not met, then ARAMARK shall have the right to adjust the applicable Minimum Commission Amount in order to reflect changes in its financial model due to the failure to fulfill the conditions precedent:

- University shall continue to reasonably approve all ARAMARK-proposed concepts and locations.
- Any dining concepts proposed for operation in ARAMARK's proposal in response to the RFP shall be constructed and/or renovated and operating according to the timelines as mutually agreed.
- ARAMARK's right to request a pricing adjustment as set forth in Section 3.11.11 and Board Plan rates set forth in Section 4.1 above.
- In accordance with Section 4.1, the Meal Plan Threshold for the associated Operating Year must be satisfied.
- ARAMARK is allowed to begin renovations upon execution of this Agreement, as mutually agreed, in order to transform the various residential and retail locations.
- Upon mutual agreement, the parties may change the hours of operation should participation at any of ARAMARK's facilities not meet projected expectations.

4.6 Financial Commitment

In consideration of the University's agreement to award an agreement to ARAMARK for a term of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to University in an amount up to \$7,314,000 (the "Financial Commitment") for food service facility renovations and for the purchase and installation of food service equipment, area treatment, signage and marketing materials and other costs associated with the University Food Service Program on University's premises. Any equipment purchased by ARAMARK on University's behalf shall be purchased as a "sale-for resale" to the University. University shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The Financial Commitment will be amortized on a straight-line basis through August 31, 2021, commencing upon the complete expenditure of the segment of the Financial Commitment associated with each Improvement (as defined in Section 5.2.2).

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, University shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the Financial Commitment was finalized in accordance with SAAM 85.32.50.a and RCW 39.76, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within thirty (30) days of expiration or termination, University agrees to pay interest in accordance with SAAM 85.32.50.a and RCW 39.76 on such amounts, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the invoice date.

4.7 Grant

In consideration of the University's agreement to award an agreement to ARAMARK for a term of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a grant to University in a present value amount of \$1,000,000, as adjusted in accordance with this Section (the "Grant"). University is embarking on a major

fundraising campaign and will invest such funds toward the staffing of campaign efforts, enabling University to leverage this Grant in securing further support and advancing the goals of University.

Each of the first five Operating Years this Agreement is in full force and effect, ARAMARK shall provide University the Grant in the following Segments:

<u>Grant Segment</u>	<u>Date</u>	<u>Amount</u>
Grant Segment 1	July 1, 2011	\$200,000
Grant Segment 2	July 1, 2012	\$200,000 multiplied by the Consumer Price Index for All Urban Consumers (CPI U) Food Away From Home
Grant Segment 3	July 1, 2013	July 1, 2012 Segment multiplied by the Consumer Price Index for All Urban Consumers (CPI U) Food Away From Home
Grant Segment 4	July 1, 2014	July 1, 2013 Segment multiplied by the Consumer Price Index for All Urban Consumers (CPI U) Food Away From Home
Grant Segment 5	July 1, 2015	July 1, 2014 Segment multiplied by the Consumer Price Index for All Urban Consumers (CPI U) Food Away From Home

Each Grant Segment will be amortized on a straight-line basis through August 31, 2021, commencing upon the date of disbursement for such Segment.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Grant, University shall reimburse ARAMARK for the unamortized balance of the Grant as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the Grant was finalized in accordance with SAAM 85.32.50.a and RCW 39.76, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within thirty (30) days of expiration or termination, University agrees to pay interest in accordance with SAAM 85.32.50.a and RCW 39.76 on such amounts, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the invoice date.

4.8 Additional ARAMARK Provided In Kind Contributions

In consideration of the University's agreement to award an agreement to ARAMARK for a term of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make in kind contributions to the University in an amount up to \$3,359,917 (the "In Kind Contributions") to support the mission and vision of the University. Each Operating Year this Agreement is in full force and effect, ARAMARK shall provide the In Kind Contributions up to the following amounts:

<u>Operating Year</u>	<u>In Kind Contribution</u>
2011 – 2012	\$311,200
2012 – 2013	\$322,092
2013 – 2014	\$301,228
2014 – 2015	\$311,771
2015 – 2016	\$322,683
2016 – 2017	\$333,977
2017 – 2018	\$345,667

2018 – 2019	\$357,765
2019 – 2020	\$370,287
2020 - 2021	\$383,247

4.9 Accounting

4.9.1 Initial Payment

Each Operating Year this Agreement is in full force and effect, one (1) week prior to the start of University's fall quarter, ARAMARK shall submit to University an invoice for an amount equal to the estimate of ARAMARK's charges for serving Board Plan patrons for one (1) four-week Accounting Period. The foregoing payments shall be reconciled at the end of each academic year (between the last day of the spring quarter and June 30).

4.9.2 Billing

Each week, ARAMARK will submit to University an invoice for the amounts due ARAMARK pursuant to Section 4.1 for the previous week. Such invoices may not be paid by University Procurement Card.

Notwithstanding the foregoing, ARAMARK will submit to University weekly invoices for catering, camps, declining balance, and other non-meal plan sales with payment due in seven (7) business days and which will be paid by University Procurement Card.

4.9.3 Commission Payment

Within thirty (30) days after the end of each Accounting Period, ARAMARK will pay to University the commissions due University pursuant to Section 4.5.

4.9.4 Payment Terms

All invoices submitted by ARAMARK to University shall be paid within thirty (30) days of the invoice date. In the event invoices are not paid within thirty (30) days of the invoice date, interest shall be charged on each invoice in accordance with SAAM 85.32.50.a and RCW 39.76, per Accounting Period, on the unpaid balance, computed from the invoice date until the date paid.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, University agrees to pay reasonable attorneys' fees and other costs.

5.0 General Terms and Conditions

5.1. Licenses, Permits and Taxes

ARAMARK shall obtain all federal, state and local licenses and permits, including such licenses for alcoholic beverages, which shall be procured by ARAMARK in ARAMARK's name, required for the University Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the University Food Service Program.

ARAMARK shall bill and collect sales and use taxes, if applicable, on all meals and services rendered. If the parties disagree as to taxability of any meals or services, ARAMARK shall promptly obtain a ruling from the appropriate governmental authority. If additional taxes are assessed against the dining service operation, including interest and penalties, ARAMARK is responsible for such additional assessment upon receipt of an invoice therefore. If it is determined that a tax refund is due, ARAMARK is entitled to retain such refunded amounts. ARAMARK shall be solely responsible for any and all tax obligations associated with this Agreement.

ARAMARK will make every effort to keep current on all applicable tax laws as they relate to this Agreement. In the event that a determination is made by a government authority that any sales, purchases, payments, or use of property made to or by ARAMARK under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property, or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by ARAMARK, shall be invoiced by ARAMARK and shall be reimbursed by University for up to one year after such determination is made, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

This Section shall survive termination of the Agreement.

5.2 Compliance

5.2.1 Compliance with Law

ARAMARK shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments including but not limited to those concerning the purchase, storing and dispensing of alcohol, the sanitation, safety and health of the dining service operation, product labeling, hourly wages, equal employment opportunity, hazardous, toxic or waste substances, environmental protection, occupational health and safety, and labor relations. The University shall cooperate as necessary for ARAMARK's compliance and procurement efforts.

This shall include but not be limited to RCW 39.04.260.

5.2.2 Construction Compliance

ARAMARK shall consult and coordinate with the University's Facilities Development and Facilities Management offices concerning all aspects of design and construction of improvements to the Food Service Facilities, as presented in ARAMARK's response to the University's RFP, dated January 21, 2011, ARAMARK's submission, dated April 11, 2011 and approved by the parties' on May 20, 2011 and as outlined in Exhibit A, attached hereto and incorporated herein (the "Improvements"). ARAMARK shall retain a consultant or consultants to design the Improvements, prepare plans and specifications therefor, and assist in construction management thereof. ARAMARK shall also be responsible for all aspects of design and construction of the Improvements including management and supervision, contracting, scheduling, shop drawings, obtaining permits and other necessary authorizations typically obtained by a designer or contractor, as applicable, and will comply with all applicable federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations relating to construction on the Food Service Facilities. ARAMARK will consult with the University's Facilities Development and Facilities Management offices regarding any changes during design and construction to previously accepted plans prior to execution of such changes.

ARAMARK will include any and all contractual provisions for the Improvements required by University to be included in ARAMARK's contracts with designers and contractors, as detailed in the Exhibit B, attached hereto and incorporated herein.

Once the final Construction Documents for the Improvements have been prepared by ARAMARK and approved in writing by University, ARAMARK will be responsible for any and all costs of such Improvements, except to the extent such costs are caused by the negligent acts or omissions of the University or as otherwise agreed in writing by University and ARAMARK.

ARAMARK will require the customary liability and property insurance coverage for consultants and contractors and payment and performance bonds from contractors for work associated with the Improvements.

University and ARAMARK will assign a project manager for all University accepted projects.

University represents to ARAMARK that the University has investigated the issue of whether University's engagement of ARAMARK to provide the ancillary design and construction services described herein is in accordance with all applicable laws, rules and regulations, including, without limitation, all applicable policies of University.

5.3 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Whatcom County.

5.4 Americans with Disability Act

ARAMARK must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5.5 Insurance Coverage

5.5.1 General Insurance Requirements

ARAMARK shall provide and shall cause its subcontractors to provide evidence of insurance coverage as set out hereinafter.

ARAMARK shall furnish University with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the liability insurance requirements specified herein. Certificates of insurance shall be sent to Western Washington University, Contract Administration, MS-1390, Bellingham, WA 98225-1390.

All insurance referred to herein shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VIII or better in the most recently published edition of AM Best's Reports.

Notice of cancellation of any insurance policies required herein shall be subject to ACCORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

University, its trustees, officers, directors, employees, and volunteers shall be included as an additional insured (except for Worker's Compensation). Except where the negligent acts or omissions or willful misconduct of University are involved, ARAMARK waives all rights against University for recovery of damages to the extent these damages are covered by insurance policies maintained pursuant to this Agreement.

All insurance provided herein shall be primary and shall not contribute to any other insurance or self-insurance programs afforded to or maintained by University. Any insurance coverage (additional insured or otherwise) that ARAMARK provides for Western Washington University, its trustees, officers, directors, employees, and volunteers shall only cover liability assumed by ARAMARK in this letter; such insurance coverage shall not cover liability arising out of the wrongful or negligent acts or omissions of University, its trustees, officers, directors, employees, and volunteers.

ARAMARK shall obtain separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Subcontractors engaged by ARAMARK may have lower limits of insurance than required of ARAMARK, but only upon

advanced written approval by University. ARAMARK or its subcontractor(s) failure to comply with these insurance requirements does not limit ARAMARK's liability or responsibility to the University.

5.5.2 Commercial General Liability (CGL) Insurance

ARAMARK shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella or excess insurance with a limit of not less than \$20,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General and Products-Completed Operations aggregate limit shall be at least \$20,000,000.

CGL insurance shall be written on ISO Occurrence Form CG 00 01 (or its equivalent coverage). All insurance shall cover ARAMARK's liability arising out of foodborne illness or contamination, premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, fire, legal, medical expense, and liability assumed under an insured contract (including defense costs assumed under contract), and contain Separation of Insureds Clause (Cross Liability).

This Agreement shall be insured as such under the blanket contractual liability provisions of the policy.

ARAMARK shall maintain employers liability insurance (or stopgap) and, if necessary, commercial umbrella or excess insurance with limits not less than \$20,000,000 each accident for bodily injury by accident or \$20,000,000 each employee for bodily injury by disease.

5.5.3 Business Auto Policy (BAP)

ARAMARK shall maintain a business auto policy (BAP) with liability insurance and, if necessary, commercial umbrella or excess liability insurance with a limit not less than \$1,000,000 per accident. Since physical damage coverage on ARAMARK vehicles is not maintained, ARAMARK is assumed to have financial resources or self-insurance program in place in order to repair or replace their vehicles that would otherwise be insured under such coverage. Such insurance shall cover liability arising out of "Any Auto." BAP insurance coverage shall be written on ISO form CA 00 01 (or its equivalent coverage).

5.5.4 Property Insurance

ARAMARK shall maintain "all risk" property insurance, or its equivalent, covering ARAMARK's real and personal property, equipment, goods and materials located on University premises and shall cover its full replacement cost. Such insurance may have commercially reasonable deductibles and any coinsurance requirement shall be waived.

5.5.5 Business Interruption Insurance

ARAMARK shall maintain business income, business interruption, extra expense or its equivalent in an amount sufficient to insure ARAMARK's actual continuing expenses and lost profits under this contract in the event of an insured loss that causes interruption of normal services provided by ARAMARK. Insurance shall be written on an "all risk" ISO Business Income Coverage Form or its equivalent. Any coinsurance requirement shall be waived.

5.5.6 Worker's Compensation

ARAMARK shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of ARAMARK. If ARAMARK fails to comply with all State of Washington worker's compensation statutes and regulations, ARAMARK shall indemnify the University for all fines, payment of benefits to employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

5.5.7 Deductibles or Self-Insured Retention

Any deductible or self-insured retention applicable to any insurance shall be identified in the certificates of insurance and the responsibility for paying the part of any loss not covered because of application of deductible(s) or self-insured retention shall be the responsibility of ARAMARK.

5.5.8 Limitation of Liability

In no event will either party's liability to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages under any circumstances exceed \$5,000,000.

5.6 Bond

ARAMARK shall provide a surety bond within fifteen (15) business days following the Effective Date. The bond must guarantee an amount equal to one million dollars (\$1,000,000), be subject to subsequent modifications to that amount and last the Term of this Agreement. The bond must name Western Washington University as the obligee. The bond referred to herein shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VIII or better in the most recently published edition of AM Best's Reports.

5.7 Indemnification and Hold Harmless

Each party will indemnify and hold the other party, its subsidiaries and affiliated companies, and their respective directors, officers and employees, harmless from any liability (including reasonable attorneys' fees and court costs) by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its employees or agents in performing its obligations under this Agreement. Notwithstanding the foregoing, if any damages, injury, loss or claim is caused by the negligence of both parties, the apportionment of said damages, injury, loss or claim shall be shared between both parties based upon the comparative degree of each party's negligence, and each party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorneys' fees and witnesses' fees and expenses incident thereto.

Each party agrees to provide the other party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other party has in writing rejected, denied or otherwise failed to reasonably and timely respond to the indemnification request with respect to such loss or claim. Each party agrees to cooperate fully with the other party in the investigation, defense and settlement of all such losses and claims.

ARAMARK acknowledges that the University is an institution of higher education of the State of Washington and assumes liability only to the extent allowed by the State of Washington.

5.8 Protection of University's Confidential Information

ARAMARK acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, student ID numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data and health records, law enforcement records, criminal background checks, sex offender information, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. ARAMARK agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without University's express written consent or as provided by law. ARAMARK agrees to release such information or

material only to employees or subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by University. ARAMARK agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Immediately upon expiration or termination of this Agreement, ARAMARK shall, at University's option: (i) certify to University that ARAMARK has destroyed all Confidential Information; or (ii) return all Confidential Information to University; or (iii) take whatever other steps University requires of ARAMARK to protect University's Confidential Information.

ARAMARK shall maintain documentation on the following: the Confidential Information received in the performance of this Agreement; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. ARAMARK's records shall be subject to inspection, review or audit in accordance with Section 5.16.

5.9 Protection of ARAMARK's Confidential Information and Proprietary Material

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in ARAMARK's business or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. University shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by University in any manner shall not affect ARAMARK's ownership or the confidential nature of such information. University shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK.

University agrees that all proprietary computer software, signage, and marketing and promotional literature and material used by ARAMARK in providing services pursuant to this Agreement (the "Proprietary Material") shall remain the property of ARAMARK, notwithstanding the fact that the University may have been charged for the use of such materials. ARAMARK grants University a non-exclusive right to use the Proprietary Material for the Term of this Agreement. All patents, copyrights, trade secrets and other proprietary rights in or related to the Proprietary Material are and will remain the exclusive property of ARAMARK, whether or not specifically recognized or perfected. University will not take any action that jeopardizes ARAMARK's proprietary rights or acquire any rights in the Proprietary Material. Unless otherwise agreed, ARAMARK will own all rights in any copy, modification, adaptation, or derivation of the Proprietary Material, including any improvement or development thereof. University will obtain, at ARAMARK's request, the execution of any instrument that may be appropriate to assign these rights to ARAMARK or to perfect these rights in ARAMARK's name. Upon the conclusion or other termination of this Agreement, all use of trademarks, service marks, and logos owned by ARAMARK or licensed to it by third parties shall be discontinued by University and University shall immediately return any Proprietary Material to ARAMARK.

Per the Public Records Act of Washington State, RCW 42.56, University cannot guarantee confidentiality of items identified by ARAMARK to be Confidential Information and/or Proprietary Materials in the event of a public record request. The Act per RCW 42.56.540 does allow the agency to notify a third party (ARAMARK) of the request and provide a reasonable amount of time for the third party to obtain an injunction prohibiting University from releasing the records. Upon receipt of a public record request, University agrees to notify ARAMARK and give ARAMARK 10 business days from the notification in order to file for an injunction with the court. The requester of the records will also be included in the third party notification. The court determines if the records are exempt or released.

5.10 Assignment

Neither the University nor ARAMARK shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which

controls, is controlled by or is under common control with the assigning party or its ultimate parent company.

5.11 Catastrophe

With the exception of payment obligations for prior performance under this Agreement, neither ARAMARK nor University shall be liable for the failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, pandemics, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

The impact of catastrophes described in this Section shall be mitigated to the extent feasible per Section 3.11.8.

5.12 Termination

If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement.

5.13 Termination for Non-payment

In the event of a breach by University of the payment terms set forth in Section 4.9.4 of this Agreement, ARAMARK shall give University written notice specifying the amount of such breach, and University shall have fifteen (15) days within which to cure such breach. If the breach is not cured within that time, ARAMARK shall have the right to then terminate this Agreement by giving University fifteen (15) days' written notice of its intention to terminate.

5.14 Sufficiency of Funds

If sufficient funds are not available within the University's Housing and Dining Auxiliary System budget for its next fiscal year to enable University to make payments due to ARAMARK under this Agreement, and University has no funds available from any other source that can be used for that purpose, then University will provide ARAMARK with an opinion letter and supporting documentation from University's attorneys containing a specific description of the lack of funds, and will allow ARAMARK to audit University's books and records on the budget, and shortfall. University and ARAMARK then will review the services in light of all funds available to University for such services and University's actual Housing and Dining Auxiliary System budget for its next fiscal year, to determine a level of services that can be performed within the proportionate level of all available funds. If ARAMARK does not present such modifications of its services program, then either Party may terminate this Agreement effective at the end of University's then current fiscal year, upon ninety (90) days prior written notice; and University agrees that it will not contract with another service provider for services in the nature of the services during the remainder of the then current term if this Agreement is terminated pursuant to this Section.

5.15 Severability

If any term or provision of the Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to such persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

5.16 Amendments to Agreement

Each article and any exhibits hereto shall remain in effect through-out the term of the Agreement unless the parties agree, in a written document signed by both parties, to amend, add or delete an article or exhibit. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

5.17 Construction and Effect

A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute waiver of any subsequent failure. The article and section headings are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits referred to herein are made a part of the Agreement by their reference. The Agreement may be executed in several counterparts, each of which shall be deemed an original.

5.18 Financial and Operating Records

The financial and operating records relating to this Agreement will be subject to periodic audit by the University. ARAMARK shall maintain accurate books and records in connection with the University Food Service Program and shall retain such records for a period of three (3) years.

5.19 Tax Exemption

In the event the University uses tax exempt financing for the acquisition or expansion of dining facilities, the term of the contract, profit sharing and other items in this Agreement may be modified or renegotiated to comply with federal tax laws to maintain exemption from federal taxation.

5.20 Renegotiation

The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date ARAMARK commences operations, including by way of example, University's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing and future conditions made by University in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by University, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

5.21 Notice

Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To ARAMARK:

ARAMARK Educational Services, LLC
ARAMARK Tower
1101 Market Street
24th Floor
Philadelphia, PA 19107
ATTN: President

With a copy to:

ARAMARK Educational Services, LLC
ARAMARK Tower

1101 Market Street
29th Floor
Philadelphia, PA 19107
ATTN: Vice President and Associate General Counsel

To University:

Western Washington University
Business Services
516 High Street MS 1420
Bellingham, WA 98225

5.22 Other Institutions and Agencies Eligible for Purchase

This Agreement resulted from RFP# SM-2170, dated November 8, 2010, issued by University pursuant to the Interlocal Cooperative Act, RCW 39.34, and offers ARAMARK an opportunity to make this Agreement available to members of the Washington Institutions of Public Higher Education ("WIPHE") purchasing cooperative.


Participants in the WIPHE may establish an institution specific agreement with ARAMARK at any time during the Term of this Agreement. The term of the institution specific agreement may have a term, if mutually agreed upon, which extends beyond the Term of this Agreement. In that event, all terms and conditions of this Agreement will inure to the participating institution's agreement. In addition to the University, other public agencies and political subdivisions within the State of Washington, pursuant to the Interlocal Cooperative Act, RCW 39.34, may be interested in utilizing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

ARAMARK EDUCATIONAL SERVICES, LLC

 6/28/11
Chris Gossard Date
Vice President

WESTERN WASHINGTON UNIVERSITY

 6-28-11
Rich Van Den Hul Date
Vice President

 6/30/11
Jamie Gollotto Date
Vice President

Washington State Unified Business ID#

UBI# _____

Federal Tax Identification 23-1354443

APPROVED AS TO LEGAL FORM:



Wendy Bohlke LISA E. WOCHOS
Assistant Attorney General

Exhibit A

The Improvements

The Haven (C-store Market at Fairhaven)
Haggard Hideaway
Atrium Full Scope (expansion)
Millers Market
Ridgeway Commons
Viking Union

EXHIBIT B

REQUIRED CONSTRUCTION SPECIFICATIONS

References herein to ARAMARK shall include ARAMARK's subcontractors, where applicable. The University acknowledges that the actual design and construction of the Improvements (the "Project" or the "Work") will be performed by ARAMARK's subcontractors, under the management and supervision of ARAMARK.

00 21 00 INSTRUCTIONS TO BIDDERS

1.05 EXAMINATION OF SITE AND CONDITIONS

- A. ARAMARK acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost. Failure to take this precaution will not excuse ARAMARK from performing the Work in strict accordance with the terms of the Agreement. ARAMARK shall employ, so far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other University contract. No statement made by any officer, agent, or employee of the University in relation to the physical conditions pertaining to the site of the work will be binding on the University.
- B. ARAMARK acknowledges that adjoining areas will be conducting normal operations during the performance of the Work. ARAMARK should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the Work be coordinated with ongoing operations.

[COVERED IN OTHER DOCUMENT.]

1.015 WAGE RATES

- A. Inasmuch as ARAMARK will be held responsible for paying the prevailing wage rates, it is imperative that ARAMARK familiarize itself with the current wage rates.
- B. ARAMARK and/or its subcontractors shall complete and file State form LI-700-29 (10-78), State of Washington, Department of Labor and Industries, Statement of Intent to Pay Prevailing Wages on Public Contract form, prior to performing construction Work under the Agreement and comply with all instructions thereon or related thereto. ARAMARK and/or its subcontractors shall also provide to the State the Affidavit of Wages Paid at the completion of the Work as required by the Department of Labor and Industries.
- C. In the event that there is an error in the list of trades, counties and/or associated prevailing wages provided by ARAMARK, ARAMARK shall protect, indemnify, and save the University harmless from and against any damage, cost or liability resulting from such error.

1.019 CONFINED SPACES

- A. Confined space, as defined by WAC 296-62-145, "means any space having a limited means of egress which is subject to the accumulation of toxic or flammable contaminants or an oxygen deficient atmosphere". Some of the crawl spaces in the buildings that will house the Improvements fall within the definition of a confined space.
- B. Follow procedures for entering and working in confined spaces as outlined in WAC 296-62-145. Contact University's Representative before proceeding with work in these areas. A Safety Officer from the University's Environmental Health and Safety Office may have to monitor and be in attendance during this work.

00 66 00 PREVAILING WAGES

1.01 PREVAILING WAGES

- A. This schedule of prevailing wage rates for the locality or localities of the Work, as determined by the Industrial Statistician of the Department of Labor and Industries, is included for ease of reference. ARAMARK remains solely responsible for verifying that the rates shown within this section are accurate, current, and inclusive for all parts of this Work. Any off-site prefabrication may also require prevailing wages and ARAMARK should contact the Department of Labor and Industries directly to ascertain those rates.
- B. ARAMARK shall post copies of statements of intent to pay prevailing wages on job site or in accordance with RCW 39.12.020.

See attached State of Washington Department of Labor & Industries – Journey Level Prevailing Wage Rates for the Effective Date: 2/9/2011

00 72 00 GENERAL CONDITIONS

5.03 PATENTS AND ROYALTIES

- A. ARAMARK is responsible for, and shall pay, any applicable royalties and license fees relating to the Work. ARAMARK shall defend, indemnify, and hold University harmless from any costs, expenses, and liabilities arising out of the infringement by ARAMARK of any patent, copyright, or other intellectual property right used in the Project; however, provided that ARAMARK gives prompt notice, ARAMARK shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the University. If ARAMARK has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify University of such potential infringement.

5.07 SAFETY PRECAUTIONS

- A. ARAMARK shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. ARAMARK shall guarantee/certify that no asbestos containing materials will be used in the Project. Materials not to contain asbestos include, but are not limited to the following partial list: All surfacing, thermal fabric, paper, plaster, electrical, taping, putty, caulking, cement, mastic, binding, filler, brakes, fire-proofing, roofing, packing and gaskets materials.
- C. All Work shall be performed with due regard for the safety of the public. ARAMARK shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be ARAMARK's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by ARAMARK.
- D. Nothing provided in this part shall be construed as imposing any duty upon University with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. ARAMARK shall confine all operations, including storage of materials, to University-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by ARAMARK only with the consent of University and without expense to University. The temporary buildings and utilities shall be removed by ARAMARK at its expense upon completion of the Work.

- C. ARAMARK shall use only established roadways or temporary roadways authorized by University.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by ARAMARK and all ARAMARK's waste products, shall immediately vest with ARAMARK upon severance of the component from the facility or severance of the material from the Project site. ARAMARK shall be responsible for compliance with all laws and regulations during storage and ultimate disposal.

5.09 PRIOR NOTICE OF EXCAVATION

- A. "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any Excavation, ARAMARK shall provide notice of the scheduled commencement of Excavation to all owners of underground facilities or utilities, through the locator services. The notice shall be communicated not less than 2 business days nor more than 10 business days before the scheduled date for commencement of Excavation unless otherwise specified by University.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. ARAMARK shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: (1) at or near the Project site; and (2) on adjacent property of a third party, the locations of which are made known to or should be known by ARAMARK. ARAMARK shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If ARAMARK fails or refuses to repair the damage promptly, University may have the necessary work performed and charge the cost to ARAMARK.

5.13 MATERIAL AND EQUIPMENT

- A. Should any of the Work be found defective, or in any way not in accordance with the Construction Documents, this Work, in whatever stage of completion, may be rejected by University.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. University shall make all reasonable utilities available to ARAMARK from existing outlets and supplies, as specified in the Construction Documents. ARAMARK will carefully conserve any utilities furnished.
- B. ARAMARK shall, at its expense and in a skillful manner satisfactory to University, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, ARAMARK shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.17 CLEAN-UP

- A. ARAMARK shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, ARAMARK shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, ARAMARK shall leave the Work site in a clean, neat, and orderly condition satisfactory to University. If ARAMARK fails to clean up as provided herein, University may do so and the cost thereof shall be charged to ARAMARK.

5.18 ACCESS TO WORK

- A. ARAMARK shall provide University access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

- A. University may undertake or award other contracts for additional work at or near the Work site. ARAMARK shall fully cooperate with the other contractors and with University's employees and shall carefully adapt scheduling and perform the Work under these contract Documents to accommodate the other work.

5.21 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Construction Documents, ARAMARK warrants that all Work will conform to the requirements of the Construction Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed, by ARAMARK.

SECTION 01 33 00 — SUBMITTALS

1.05 WRITTEN SAFETY PROGRAMS

- A. Prior to notice to proceed, the ARAMARK must submit a Project-specific written safety plan for review and approval to University. No construction work shall be allowed to begin on this Project until the Project-specific Safety Plan is reviewed, and fully approved and signed off on by the University. No exceptions to this shall be granted.
- B. Submit the following written safety programs, as required for the project, for review by the University's Environmental Health and Safety Office:
 - 1. Fall Protection Plan.
 - 2. Confined Space Program.
 - 3. Respiratory Protection Program.
 - 4. Accident Prevention Program.
 - 5. Assured Electrical Grounding Program.
 - 6. Hearing Protection Program.

1.06 M.S.D.S. SHEETS

- C. Submit M.S.D.S. (Manufacturer's Safety Data Sheets) for all chemicals or hazardous materials. All chemicals and hazardous materials to meet NIOSH Permissible Exposure Levels (P.E.L.) and OSHA Time Weighted Average (T.W.A.) requirements.
- D. All M.S.D.S. Sheets to be submitted bound in three ring binders and tabulated by specification section.
- E. A copy of all M.S.D.S. sheets is to be kept on job site as part of the Right-to-Know program.

SECTION 013523 – SAFETY & HEALTH

1.03 HAZARDOUS SUBSTANCES

- B. Asbestos: The University or a designee provides a good-faith asbestos survey for University materials prior to commencement of Work. ARAMARK is required to: maintain the survey on-site and provide the information to all employees and subcontractors' employees.
 - 1. It is required that NO asbestos-containing materials be added to University buildings by the project. ARAMARK shall guarantee/certify that no asbestos containing materials will be used in the Project.

- B. Hazardous materials use, storage and disposal must be in compliance with applicable regulations.
 - 1. All chemicals brought to campus must be properly stored and in compliance with applicable storage and fire codes. All liquid chemicals and chemical wastes used or generated during the Project must be stored using secondary containment. All chemical containers, including waste containers, must be properly labeled in accordance with regulations.
 - 2. Emergency equipment and spill containment equipment must be present to address chemicals used in the project and wastes generated.

1.04 EMERGENCIES

- A. The safety submittals must include site-specific emergency information, including emergency phone numbers, on-site first aid, and instructions for ARAMARK's employee transport to a medical treatment facility such as St. Joseph Hospital.

1.05 FIRE SAFETY

- A. ARAMARK shall designate a fire prevention program superintendent whose responsibility is to assure that fire safety of the site meets IFC Section 1408 and the Municipal Fire Code. At a minimum, ARAMARK conducts operations in a manner that is fire-safe for the work area and adjacent areas.
- B. ARAMARK's fire prevention program superintendent is required to prepare a pre-fire plan in cooperation with the municipal fire department fire marshal. Two copies of this pre-fire plan are submitted to the University for the project manager and the Environmental Health and Safety office. A copy of this pre-fire plan shall be maintained on-site.
- C. Hot work inside University buildings with University occupants must be coordinated with the Environmental Health and Safety office prior to work occurring. Protect equipment, electrical cables and personnel from falling sparks or molten metal. Burn blankets must be non-asbestos.

1.06 CONFINED SPACE ENTRY

- A. The University tunnel system is considered a confined space, as are other specific areas of the campus. Some campus areas are permit-required confined spaces. ARAMARK is responsible to ensure that confined space entry training is provided prior to any of its employees or sub-contractors entering a confined space. ARAMARK is required to provide calibrated confined space monitoring instrumentation, and appropriate ventilation equipment where required to ensure air quality. Prior to entry, ARAMARK coordinates with the University's Environmental Health and Safety office regarding entry specifics. Entry into a permit-required confined space mandates the presence of the University's rescue team on campus. A schedule of entries into permit-required confined spaces must be provided to Environmental Health and Safety a day in advance. Entries outside of normal business hours must be coordinated with a minimum three-day advanced notice to Environmental Health and Safety.

1.09 PRE-CONSTRUCTION SAFETY MEETING

- A. Representatives of ARAMARK shall meet with the University's representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing ARAMARK's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the Agreement. ARAMARK shall be prepared to discuss, in detail, the measures it intends to take in order to control any unsafe or unhealthy conditions associated with the Work to be performed under the Agreement. This meeting may be held in conjunction with the preconstruction conference, if so directed by the University. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the Work and the potential inherent

hazards. ARAMARK's principal on-site representative(s) and his/her safety representative(s) shall attend this meeting.

1.013 X-RAY USE BY CONTRACTOR

- A. If X-ray producing equipment or ionizing radiation is used, a safety plan and work plan for use must be provided to the University and approved prior to the Work. This Work must be coordinated with the University. ARAMARK is responsible for proper signage notifications. ARAMARK must protect University personnel from inadvertent entry and exposure irrespective of the time of day use occurs.

3.01 STOP WORK ORDERS

- A. When ARAMARK or its subcontractors are notified by the University representative(s) of any noncompliance with the provisions of the contract and the action(s) to be taken, ARAMARK shall immediately, if so directed, or within 48 hours after receipt of a notice of violation correct the unsafe or unhealthy condition. If ARAMARK fails to comply promptly, the University or his/her representative(s) with a "Stop Work Order" may stop all or any part of the Work being performed. When, in the opinion of the University or his/her representative(s), satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, written permission to start Work again will be given. No extensions of time or compensation for damages by reason of or in connection with such work stoppage shall be granted to ARAMARK.

3.02 PROTECTION

- A. ARAMARK must direct subcontractors to maintain adequate indoor air quality levels and minimize dust levels to building occupants.
- B. All arc welding must be shielded.

SECTION 01 50 00 — CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.02 WORK AREA

- A. Confine operations and storage to the designated work area. Maintain the work area and building in a clean and orderly manner.
- B. All buildings on campus are non-smoking: Smoking will not be permitted within the building. Smoking is not permitted outside of buildings near doors, windows or air intakes. Cigarette butts must be properly disposed of.
- C. Emergency Procedures:
 - 1. Emergencies requiring ambulance, fire department or police assistance are coordinated with the University Police Department. Medical and fire assistance calls are to 911. University Police are reached at emergency number 650-3911 or 3911 from University phones. These phone numbers shall be posted at all ARAMARK phones.
 - 2. Should ARAMARK find it necessary to call for police assistance or protection in the exercise of its responsibilities, call the University Police Department at 650-3555 and request police assistance.
- D. Security:
 - 1. University maintains rigid controls over the entrance of unauthorized persons in the University utility systems. All tunnel doors and certain utility access gratings are equipped with special security locks. All building equipment spaces are kept locked. Maintain an equivalent degree of security during the progress of the Work. ARAMARK's responsibility shall include but not necessarily be limited to the following:

- a. Arrange for the issuance of access keys on a daily basis (or as mutually agreed with the University) from University Police dispatch.
 - b. Lock all access doors when not attended and at the end of each shift. Coordinate work schedule with University to allow re-schedule on alarm activation if necessary.
 - c. Provide security barriers acceptable to the University at all utility openings which are created by the removal of gratings or concrete access panels.
 - d. Coordinate the Work to minimize need for access to restricted areas.
2. Many spaces on campus are high security such as the tunnel system, certain lab spaces, and computer facilities. ARAMARK shall use due care to maintain the security. Normally locked doors shall not be propped open.
 3. ARAMARK is advised to lock its gang boxes and to secure them to the building. The University will not reimburse ARAMARK for any lost or stolen tools, material or equipment. Maintain the security of University's property, where appropriate, as it normally exists (i.e., secure areas when not actively working, etc.). Secure keys to all vehicles and heavy equipment.
 4. Identification (within occupied University Residences): All workers are to wear identification badges provided by ARAMARK when working on University property. Badges shall include the following:
 - a. Company Name
 - b. Recent employee photo
 - c. Employee Name
 5. Identification (All Projects): All workers are to carry on their person positive identification and proof of employment and produce them upon request.
- G. Waste Materials: Dispose of all refuse and waste material, including excess earth from excavation, off the University's property. Do not stockpile waste material on the University's property. Immediately clean up any spilled non-hazardous material. Clean all trash and debris from work area daily. Keep work area, site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations. Provide on-site containers for collection of waste materials, debris and rubbish. Periodically remove waste from the site. Do not use the University's waste containers for construction waste. Coordinate dumpster location with University. Storage, spill control and response, and disposal of all Hazardous Substances shall be as described in the Design and Construction Specifications.

1.03 HOURS OF OPERATION

- A. When Work is to be performed during other than normal working hours or on University holidays, ARAMARK shall give University prior notice so that University's Police Department may be properly notified. **Any construction activity, or preparation for construction activity**, between the hours of 7:00 p.m. to 8:00 a.m. is subject to approval of University.
- B. ARAMARK will be assessed the following fines for any unapproved construction activity or preparation for construction activity:

First violation - \$250
 Second violation - \$500
 Third violation - \$1,000
 Fourth violation - \$1,500
 Fifth and beyond violations - \$2,500 per occurrence
- C. In addition to the fines listed above, ARAMARK will also be assessed actual damages if the damages exceed the amount of the fine.

1.04 PROTECTION OF EXISTING UTILITIES

- A. Concealed utilities of record are shown on the as-built drawings provided by the University. These are not necessarily exact with respect to location or completeness; therefore, ARAMARK shall take the following steps:
1. Notify the University in writing, on each occasion, of the intent to work near existing underground utility services or structures. Submit procedure for approval to assure safe and continuous operation of the services. If contractor personnel enter confined spaces, ensure that properly calibrated air quality monitoring and ventilation equipment are available, as required. Ensure that personnel trained in confined space entry are present. Refer to Section 013523, Safety and Health.
 2. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, notify University immediately.
 3. In the event utilities are damaged during construction due to ARAMARK's negligent acts or omissions, temporary services and/or repairs must be made immediately to maintain continuity of services at ARAMARK's expense.

1.05 SHUTDOWNS OF EXISTING EQUIPMENT AND UTILITY SERVICES

- A. Continuity of equipment and utility services to and within a building shall be reasonably maintained at all times. Equipment or utility shutdowns required to facilitate construction Work shall be accomplished in accordance with the following requirements:
1. Submit a schedule of equipment and utility shutdowns within fourteen (14) days after the notice to proceed.
 2. Confirm all requests for equipment and utility shutdowns in writing to the University as mutually agreed upon with the University's Project Manager. Use the attached "Contractor's Request to Interrupt Utility" form attached at the end of this section for shutdowns. Include as a minimum the following information:
 - a. Equipment or utility services affected.
 - b. Reason shutdown is required.
 - c. Work to be accomplished during the shutdown.
 - d. Proposed date and time.
 - e. Duration of the shutdown.
 3. The actual time and date of all shutdowns will be subject to approval by the University. No shutdowns can proceed without an University-signed "Contractor's Request to Interrupt Utility" form. Shutdowns normally will be scheduled for nights, weekends, school vacations or other low intensity use periods.
 4. The duration of all shutdowns shall be held to a reasonable minimum as determined by the University.
 5. Materials and equipment required for the Work to be accomplished during shutdown shall be complete and available on the job for review by the University three days prior to the shutdown, if requested. If ARAMARK is not adequately prepared, the shutdown will be canceled and rescheduled.
 6. Only the University's personnel will shut down and restart equipment and utilities. University will inspect the installation prior to restarting and will not restart if an unsafe condition exists. In

the event ARAMARK's Work is not completed during the time scheduled for the shutdown, the University may elect to restart the equipment or utility service. In that event, an additional shutdown requirement shall be rescheduled in accordance with the preceding requirement. Restarting shall not be construed as acceptance of the Work as complete.

7. University will make no extra payment for overtime work, schedule changes or failure to complete utility connections within authorized shutdown periods.

1.07 TEMPORARY FACILITIES

- A. Electrical Power: The University will allow ARAMARK to use the building power system for temporary construction power as reasonably available, at no cost to ARAMARK. (Voltage available is 120/208V, 3 phase, 4 w.)

If ARAMARK's equipment will not operate on the 120/208V, 3 phase, 4 wire power, ARAMARK will supply a generator and pay all costs involved.

Electrical power shall not be used for heating or drying. Electrical power shall be limited to lighting, power tools and light duty equipment only.

Connection of temporary construction power will be as directed by University. Pay for all costs of transformers, cable, installation and removal at the completion of Work. Install and maintain temporary equipment in accordance with all applicable safety regulations and subject to approval by the University.

Furnish and install area distribution boxes located so that the individual trades may use (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the Work, for inspection, and safety.

- B. Lighting: Provide and maintain security lighting as appropriate to provide general illumination of work area during nighttime hours. Provide general illumination of work area for all trades. If pedestrian walkways are adjacent to construction area, ensure adequate lighting at night for pedestrian safety.
- C. Heat: Provide temporary heat as required to protect materials and equipment from dampness and cold. Method of heating is subject to approval of the University. "Salamander" type heaters not permitted.
- D. Water: For construction purposes will be furnished by the University. Pay all costs of temporary piping, including pressure reducing station, double backflow preventer, removal of piping and restoration of University's utilities at the completion of the work.
- Piping of temporary water service shall not exceed the capacity of the University's and/or City's system.
- E. Toilet Facilities: University's toilet facility may be used, provided they are maintained in a clean condition, as approved by the University.
- F. Telephone: ARAMARK's designated representative shall carry a pager or a cellular phone connected to a local service provider. University wishes to avoid long distance charges to communicate with the contractor.

1.08 TEMPORARY ENCLOSURES

- A. Fences and Barricades: If required, provide temporary six (6) foot high chain link fence panels with top rail securely fastened to tubular metal posts set in heavy concrete bases to prevent ready relocation. Panels are to be anchored together to prevent entry between panels. Provide fence around construction laydown area. No barbwire permitted.
- B. Dust Proof Enclosures: In existing facilities install and maintain dust-proof enclosures to separate the Work from occupied areas or equipment sensitive to dust, including but not limited to computer and lab equipment. Protect unaltered areas of the existing building from dust and debris for duration of construction. Refer to Section 013523, Safety and Health.

1.09 NOISE CONTROL

- A. Maintain the level of construction noise inside adjacent buildings and/or rooms from exceeding a dB-A 55 rating (with windows closed) during all occupied hours. ARAMARK shall meet this criterion by erecting barriers between equipment or job and such interior areas or by providing equipment noise attenuators.
- B. General: Electrically driven is preferred in place of gas or diesel powered machinery. If noise levels on any gear cannot reasonably be brought down to criteria, either that gear will not be allowed on the job or use times will have to be scheduled subject to approval of the University. Conformance to this specification shall be included in the contract price and no compensation will be allowed for special equipment, overtime, etc. that may be required.
- C. Outdoor Vehicle and Internal Combustion Engine Noise: The noise level of each piece of equipment shall not be greater than 86 dB-A at a distance of 50 feet as measured under noisiest operating conditions. Rubber-tired equipment will be used whenever possible instead of equipment with metal tracks. Mufflers for stationary engines shall be hospital-area quality of silencing. Construction traffic plan shall be approved by the University. Routing should be through the nearest campus exit, subject to approval of the University.
- D. Air Compressors: Equip air compressors with silencing packages. Electric driven are preferred.
- E. Jack Hammers and Roto Hammers: May be used if permitted by the University. Use core-drilling or saw cutting equipment. Time of use is subject to approval by University.
- F. Arc Welders: No arc welders are to be connected to University utilities, unless approved by the University. Provide separate generators for arc welders.
- G. Limited Hours of Use Within Buildings: Within occupied facilities noise producing equipment used is subject to approval of the University and will be, in general, allowed only before 7:00 a.m. and after 6:00 p.m. Specific scheduling is required, with advance notice as specified by University.

1.010 TRAFFIC REGULATION

- A. Existing walkways and roadways leading around work areas shall remain clear and safe at all times. This shall include access and paths for pedestrian flow. ARAMARK provides barriers, flashing lights, walkways, guard rails and night lighting as required at its expense.
- B. Maintain fire lanes and roadways to existing buildings continuously, as required by the Police Department and the Fire Department. Do not park vehicles in traffic lanes. ARAMARK must provide qualified flaggers as required to maintain efficient traffic movement.

- C. Truck trips during construction shall be planned to avoid coincidence with peak period traffic. Minimize heavy vehicle traffic to and from site during peak traffic hours (7-9 a.m. and 3-5 p.m.).
- D. Follow construction traffic routes as specified by the University. Notify University in advance of any unusually long or large deliveries. The routing of trucks through the campus will be prescribed by the University Public Safety Department.
- E. Assemble cranes during off hours. Storage of materials outside of the Work site is not permitted unless authorized by the University.
- F. Vehicular Traffic: Minimize vehicular traffic to the campus to the greatest extent possible. Encourage use of carpools, vanpools, and transit.

1.011 PARKING

- A. On-campus parking is limited to rental spaces available from the University's Parking and Transportation Department. The supply is very limited. Parking spaces approved for staging may be subject to fees, contact Parking Services for more information.
- B. Construction operations and parking of ARAMARK's vehicles shall be confined to areas designated by the University's authorities.
- C. ARAMARK's privately owned vehicles shall not be parked in the staging or mobilization areas unless they are a permanently marked construction vehicle or are displaying a valid University parking permit. Parking permits are required for all vehicles parked outside construction limits. Violators are subject to the University parking rules and regulations.

1.013 PROJECT SIGNS

- A. Allow no signs or advertising of any kind on the job site except as specifically approved in advance by University.

1.014 STREETS

- A. ARAMARK shall immediately clean up all materials spilled or deposited on streets. Any violation will be sufficient grounds for the University to order the streets in question cleaned by others, the cost to be paid by the Contractor. Notify University if any materials enter storm drain inlets.

1.015 MAINTENANCE AND REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the University.

See attached 01 50 01 Request to Interrupt Utility form

SECTION 01 73 30 CUTTING AND PATCHING

3.02 PREPARATION

- A. Submit Concrete Drilling or Cutting Request form to the University's Project Manager as mutually agreed with the University's Project Manager prior to scheduled activity. Do not commence core drilling or saw cutting work until approval is obtained from WWU.

B. Underground Utilities:

3. Verify locations of all utilities on site and coordinate shutdown times in advance with University. Submit Contractor Request to Interrupt Utility form if interruption of utilities is required. See Section 015000.
4. Notify Regulating Agency, Locator Service, Utility Companies, and University Project Manager 24 hours before excavating to verify utility locations.

See attached 01 73 31 Core Drill request form

SECTION 01 77 00 CONTRACT CLOSE OUT

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures:

1. Submit Record Drawings. If only a portion of the Work is substantially complete, submit a copy of the Record Drawings covering the completed Work.
2. Submit any specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
3. Obtain and submit releases enabling the University unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates, and similar releases. Submit signed-off records covering work of Building Permit and Permits for Mechanical and Electrical Work.
4. Deliver spare parts, extra stock, and similar items.
5. Complete start-up testing of systems, and instruction of the University's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
6. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
7. Provide all required certificates of occupancy to the University.

1.3 FINAL COMPLETION

A. Preliminary Procedures:

4. Deliver spare parts, extra stock of materials, and similar physical items to the University.
5. Return loaned construction keys, and advise University's personnel of change-over in security provisions.
6. Complete start-up testing of systems, and instruction of University's Operating/maintenance personnel. Discontinue or change-over and remove from Project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

1.5 RECORD DOCUMENT SUBMITTALS

B. Record Drawings

4. Keep accurate measurements of underground services and utilities referenced to the building or other permanent construction.
5. Note changes of directions and locations, by dimensions and elevations, as utilities are actually installed. Show mechanical dampers, valves, reheat boxes, cleanouts, and other items that require maintenance.
6. Show location of construction-concealed internal utilities and appurtenances referenced to visible and accessible features of the structure.
7. Record accurate locations of piping, valves, traps, dampers, duct work, equipment, and the like.

8. Indicate field changes of dimension and detail.

1.7 OPERATING AND MAINTENANCE MANUALS

- A. Provide two (2) preliminary review copies and three (3) finished original copies of Maintenance Manual. Deliver the preliminary manuals to the Owner's Representative prior to Substantial Completion or starting of major equipment, whichever is sooner. The preliminary copies shall comply with all of these requirements except the covers (although the intended layout for same shall be provided). Deliver final manuals prior to final completion.
- B. These manuals shall contain all the information needed to operate and maintain all systems and equipment provided in the project. Present and arrange logically for efficient use by the Owner's operating personnel. As a minimum the information provided shall include the following:
 1. Contents.
 2. Final paint and color schedule, manufacturer of paint used, number, location, matching Sherwin Williams paint formula or number; final carpet selection and color, locations; final plastic laminate selections and color, locations; and all other finishes.
 3. Recommended maintenance and cleaning procedures for all exposed interior and exterior materials. List by specification section.
 4. Copies of Warranties and Guaranties, with names of servicing agencies. All executed certificates, warranties, bonds, and any required service and maintenance contracts from the respective manufacturer's, suppliers, and subcontractors. Provide complete information for each of the following:
 1. Product or work item;
 2. Firm, with name of principal, address, and telephone number;
 3. Scope;
 4. Date of beginning of warranty or service and maintenance contract (unless approved otherwise, the warranty start on the date of Substantial Completion);
 5. Duration of warranty or service maintenance contract;
 6. Proper procedure in case of failure;
 7. Insurances which might affect validity of warranty or bond;
 8. Contractor's name or responsible principal, address, and telephone number.
 5. Copies of permits and occupancy certificates.
 6. Emergency Instructions.
 7. Spare parts list with receipts for delivery, and location stored.
 8. Recommended "turn around" cycles of equipment, maintenance, and surface treatments or finishes.
 9. Shop drawings and product data of actual installed items.
 10. Slab sealer used including room number locations (using University's numbering system, not Contract Documents.)
 11. Exterior sealers and water repellents used with locations.
 12. Type of roofing used.
 13. Other items as specified and as appropriate.
 14. Copies of warranties.
 15. Recommended "turn around" cycles of all equipment, maintenance, and surface treatments/finishes.
 16. General custodial cleaning instructions for interior finish materials utilized.
- C. General Construction Work:
 1. Contents.
 2. Final paint and color schedule, manufacturer of paint used, number, location, matching Sherwin Williams paint formula or number; final carpet selection and color, locations; final plastic laminate selections and color, locations; and all other finishes.
 3. Recommended maintenance and cleaning procedures for all exposed interior and exterior materials. List by specification section.
 4. Copies of Warranties and Guaranties, with names of servicing agencies. All executed certificates, warranties, bonds, and any required service and maintenance contracts from the respective manufacturer's, suppliers, and subcontractors. Provide complete information for each of the following:
 1. Product or work item;
 2. Firm, with name of principal, address, and telephone number;
 3. Scope;
 4. Date of beginning of warranty or service and maintenance contract (unless approved otherwise, the warranty start on the date of Substantial Completion);
 5. Duration of warranty or service maintenance contract;
 6. Proper procedure in case of failure;
 7. Insurances which might affect validity of warranty or bond;
 8. Contractor's name or responsible principal, address, and telephone number.
 5. Copies of permits and occupancy certificates.
 6. Emergency Instructions.
 7. Spare parts list with receipts for delivery, and location stored.
 8. Recommended "turn around" cycles of equipment, maintenance, and surface treatments or finishes.
 9. Shop drawings and product data of actual installed items.
 10. Slab sealer used including room number locations (using University's numbering system, not Contract Documents.)
 11. Exterior sealers and water repellents used with locations.
 12. Type of roofing used.
 13. Other items as specified and as appropriate.
 14. Copies of warranties.
 15. Recommended "turn around" cycles of all equipment, maintenance, and surface treatments/finishes.
 16. General custodial cleaning instructions for interior finish materials utilized.
- D. Work of Divisions 21, 22, & 23 (Mechanical) and Divisions 25, 26, 27, & 28 (Electrical):
 1. Copies of approved equipment submittals including equipment manufacturer, make, model number, size, unique equipment ID, serial number, installed location, etc.
 2. Supplier's name, address, phone, and reference order numbers.
 3. Equipment nameplate and data of major items.

4. Description of system configuration and operation including component identification and interrelations. A master control schematic drawing(s) will normally be required for this purpose.
5. Dimensional and performance data for specific unit provided. Extraneous catalog data must be eliminated.
6. Manufacturers' recommended operation instructions as appropriate.
7. Manufacturers' recommended lubrication and servicing data.
8. Complete parts list including recording information, recommended spares, and anticipated useful life.
9. Fan and pump curves.
10. Fixture lamping schedule.
11. Wiring diagrams.
12. Inspection Procedures.
13. Recommended "turn around" cycles of all equipment and maintenance.
14. Final version of the Design Narrative.
15. Single-Line Diagrams, Flow Diagrams of systems.
16. Final Testing and Balancing Report.
17. As-built sequences of operations, control drawings, and original setpoints.
18. Recommended schedule of calibrating sensors and actuators.

E. Binders:

1. Copies shall be properly indexed and three-hole punched in locking three-ring binders. Provide pocket folders for folded sheet information.
2. Imprint covers with "OPERATING AND MAINTENANCE MANUAL," "PROJECT TITLE," "Western Washington University," Architect, Engineer, General Contractor, Subcontractor, and year of completion.
3. Imprint the back edge with "OPERATING AND MAINTENANCE MANUAL," "PROJECT TITLE," and the year of completion.
4. Each copy shall have a type written index and tabbed dividers between categories or sections.
5. Each copy or volume of manual shall not exceed 3-1/2 inch width when three inch binders are used. Label volumes successively.

1.8 CORRECTION OF WORK DURING WARRANTY PERIOD

- A. Corrections: Where items on the "Punch List" have not been corrected prior to expiration of the specified warranty period, it shall nevertheless be the responsibility of ARAMARK to correct said items after the specified warranty period, and the contract corrections are made.

End of Document