

# **W** UNIVERSITY of WASHINGTON

## **FACILITIES MAINTENANCE AND REPAIR PROJECT RIDER**

*This document applies only to purchase orders issued by Seattle Campus UW Facilities*

### **1. PURPOSE OF RIDER**

This Rider sets forth supplemental terms and conditions applicable to the UW Facilities Purchase Order for maintenance and repair projects. Contractor agrees to provide labor, materials, equipment, and supervision required to complete the scope of work (“Work”) assigned by this Purchase Order, and in accordance with the terms of this rider.

### **2. AGENCY RELATIONSHIP.**

The UW of Washington (“UW”) and Contractor (“Contractor”) shall each perform all services and fulfill all responsibilities under the terms and conditions of this Rider, as independent contractors and neither, by virtue of this Rider, shall be considered an agent or agency of the other.

### **3. ACCEPTANCE BY CONTRACTOR**

The Purchase Order is hereby accepted on the terms set forth herein. By performing under this Purchase Order or any part hereof, Contractor agrees to and accepts all the provisions of the Purchase Order and agrees to fully perform. The rights and duties of the Parties shall be subject to and governed by these Terms.

### **4. ACCEPTANCE BY THE UW**

The UW shall have a reasonable time (but not less than 30 days) after completion to inspect the Work tendered by Contractor. The UW may reject all or any portion of the Work which does not, in UW's sole discretion, comply with each and every term and condition of the Purchase Order (or Contract) documents. If the UW elects to accept nonconforming services, the UW, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price to compensate UW for the nonconformity. Any acceptance by the UW, even if non-conditional, shall not be deemed a waiver or settlement of any defect in the Work.

### **5. ACKNOWLEDGMENTS**

Contractor acknowledges that nothing in the contract documents will be construed to prevent the UW from executing similar contracts with any other third parties, including, without limitation, Contractors that may be in competition with Contractor.

### **6. TERM AND SCHEDULE OF WORK**

The Term of the purchase agreement shall be stated in the Purchase Order. The schedule for the Work shall also be stated in the Purchase Order, or in a document attached to the Purchase Order and accepted by UW. Issuance of a Purchase Order to Contractor shall serve as Notice to Proceed unless otherwise directed by the designated UW Project Manager.

### **7. CHANGES, CANCELLATION**

The UW shall be obligated to pay Contractor only for Services as described in the Purchase Order. The UW may, without invalidating this Purchase Order, amend the Services to be provided hereunder. If such changes cause an increase or decrease in the cost or time required for performance of the Services, an equitable adjustment shall be made in compensation, period of performance, or both, and this Purchase Order shall be amended accordingly, in writing. The UW may cancel the Purchase Order for convenience. In the event of cancellation, Contractor shall stop all work. UW will not compensate Contractor for any services not performed by the date of termination of the Purchase Order.

## 8. PROOF OF INSURANCE

Prior to the commencement of the Work and throughout the performance period, the Contractor shall provide the University of Washington, Facilities Procurement with a certificate of insurance evidencing proof of insurance coverage in the amounts stated herein. The Board of Regents of the University of Washington shall be named as an additional insured. All policies shall contain an appropriate severability of interests' clause

Contractor will provide insurance of at least the following types and amounts:

### Commercial General Liability Insurance

- \$2,000,000 per occurrence
- \$3,000,000 aggregate
- \$100,000 damage to premises

### Automobile Liability Insurance

If services delivered pursuant to this contract involve the use of vehicles, either owned, unowned or hired by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, and owned, unowned, and hired vehicles should be covered. A Combined Single Limit for bodily injury and property damage is acceptable.

The UW reserves the right to require additional types of insurance, and/or higher insurance limits, as circumstances require. Contractor shall provide appropriate proof of insurance under this section upon request, prior to the Commencement of Work.

## 9. LICENSES AND CERTIFICATIONS

Contractor agrees to comply with all applicable federal, state and local laws and regulations and to obtain and keep force and all permits and licenses necessary to provide items and service. The UW may require copies of current certifications and licenses and Supplier shall provide them upon request. Failure to notify the UW of a change in Contractor's ability to maintain proper licenses, permits and certifications required by law will be ground for immediate cancellation.

## 10. PREVAILING WAGE

The Contractor and any Sub-Contractors ("Contractors") assigned to this Work are subject to the requirements of Chapter 39.12 RCW relating to prevailing wages. No worker, laborer, or mechanic employed by the Contractor(s) in the performance of any part of the Work shall be paid less than the prevailing wage rate as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Prior to making any request for payment under this Contract, Contractors must file the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" with the State of Washington Department of Labor & Industries. Contractors shall be responsible for all filing fees. Following the final acceptance of the Work, Contractors shall submit an "Affidavit of Wages Paid". Current prevailing wage information may be obtained at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

## 11. SAFETY AND COMPLIANCE

Contractor agrees to comply with any rules of operation and security procedures established by the UW. Contractor agrees that neither it nor its employees or agents will attempt to gain or allow access to any data,

files, or programs to which they are not entitled to perform the Work, and that if such access is obtained Contractor will immediately return such materials to the UW and will be responsible for the actions of its employees or agents. Contractors shall submit a safety plan for review and approval prior to the commencement of work.

## **12. HAZARDOUS MATERIALS**

The Contractor shall require its employees to give all notices and comply with all Federal, State or local laws, ordinances, rules, regulations, and contract terms of any public authority relative to the performance of the Work and any materials (including, without limitation, Hazardous Materials (as defined below) used in the performance of the Work or the disposal of any materials used in the performance of the Work. As used herein, "Hazardous Materials" means and includes petroleum, any petroleum product, lead, mold, asbestos, and any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous by any federal, state, or local law. Building materials encountered during the Work which are suspected to contain Hazardous Materials must be avoided and not impacted. A stop work order must be instituted, and the UW Project Manager notified.

## **13. PERMITS; GOVERNING LAWS**

The Contractor shall obtain and pay for any permit not issued and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the UW in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

## **14. WARRANTY**

Contractor warrants that all services hereunder shall be performed by personnel experienced and highly skilled in their profession and in accordance with the highest applicable standards of professionalism for comparable or similar services. Contractor shall be responsible for the professional quality, timeliness, coordination, and completeness of the services. Contractor shall use only personnel required for the performance of the services who are qualified by education, training, and experience to perform the tasks assigned to them. Contractor agrees to replace any of its employees whose work is considered by the UW to be unsatisfactory or contrary to the requirements of the services to be performed hereunder.

## **15. INVOICES AND PAYMENT**

Unless otherwise specified in the Contract documents, Contractor shall submit a payment application or detailed invoice upon Substantial Completion of the Work, or in accordance with the terms specified on the Purchase Order.

The UW utilizes an eProcurement system for order and invoice processing. If not already registered with the UW, Contractor agrees to sign up for the UW's eProcurement system in accordance with UW system requirements.

## **16. NOTICES**

Any notice or demand or other communication required or permitted to be given under this Rider or applicable law shall be effective only if it is in writing, properly addressed and delivered in person, sent by facsimile

transmission, by recognized courier service, by mail or sent electronically with electronic signature referencing UW Purchase Order

If to the University of Washington, Facilities:

UWF Finance and Administration  
University District Building - Box 352215  
1107 NE 45th St, Suite 440, Seattle WA, 98105  
[UWFbuy@uw.edu](mailto:UWFbuy@uw.edu)

If to the Contractor:

Correspondence to the contact on file in the UW Supplier registry, and/or to the contact information provided on any quote or proposal incorporated into the Purchase Order.

Such communications shall be effective upon receipt. The notice address and contact information provided herein may be change written notice.

In the event that a subpoena or other legal process is commenced by a third party, related in any way to the goods and services provided pursuant to this Rider is served upon Contractor or the UW, each party agrees to notify the other immediately following receipt of such action.

#### **17. CONTRACTED SCOPE OF WORK**

The Scope of Work shall include all services listed in the Contractor Proposal and in the Purchase Order. No work shall be performed prior to receipt of a Notice to Proceed issued by the UW, which shall be provided by letter or included in the Purchase Order, or in another form acceptable to the University of Washington

Without limiting the foregoing description, Contractor's scope of work also includes, but is not limited to, the following:

- A. Submission of any required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 working days after the date the UW issues a Notice to Proceed.
- B. Submission of a list of any permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
- C. Protection of all materials to be used in the Work in accordance with the specifications.
- D. Protection of existing facilities and personal property.
- E. Unloading, hoisting, and otherwise handling its own materials, supplies and equipment.
- F. Coordination with UW-scheduled events.
- G. Researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- H. Set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.
- I. Disposing of all resulting debris, including hauling off site and disposing of properly.
- J. Cleaning all areas affected by dust and construction debris.