

PART 1 GENERAL

1.01 PERMITS, FEES AND NOTICES

- A. Vendor shall perform the Work in accordance with the requirements of governing agencies and is solely responsible for compliance with all codes, laws, or regulatory requirements. Prior to final acceptance, the approved, signed permits shall be delivered to the Owner.
- B. For work within the city limits on the Pullman campus, building permits are not required. All other permits and licenses necessary for the execution of the work shall be secured and paid for by the vendor.
- C. For work outside the city limits of Pullman or in other jurisdictions within the State of Washington, all permits and licenses necessary for the execution of the work shall be secured and paid for by the vendor.
- D. Vendor shall comply with and give notices required by all Federal, State and local laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- E. State of Washington Prevailing Wage Requirements apply to the labor portion of this contract. Contact Washington Labor and Industries prevailing wage office at 360-902-5335 for additional information.

1.02 TOBACCO FREE

- A. The University recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning Aug. 22, 2016, tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university (WAC 504-38).

1.03 SAFETY PRECAUTIONS

- A. Vendor shall be responsible for initiating, maintaining and supervising an effective safety program for their employees, which complies with all applicable Federal and State laws.
- B. Vendor shall provide warning signs and barriers or other methods as may be required to protect the public or the Owner's employees from injury or from entering the work area.

1.04 TRAFFIC REGULATION

- A. Provide adequate safeguards, safety devices, protective equipment, and any other needed action to protect the life, health, and safety of the public, and protect property in connection with the performance of the work covered by the project. This shall include but not be limited to barricades, mesh and chain-link

fence, and signage.

- B. Flagmen, barricades, signs, and traffic control furnished or provided shall conform to the standards established in the latest edition of the "Manual on Uniform Traffic Control Devices", published by the U.S. Department of Transportation and the WSDOT Traffic Control Standards.
- C. Avoid deliveries or equipment operations, which block street traffic during peak times.

1.05 UNFORESEEN PHYSICAL CONDITIONS

- A. If Vendor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents , or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Vendor shall give immediate notice to the Owner promptly after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. If such conditions differ materially and cause a change in Vendor's cost of, or time required for, performance of any part of the Work, the Vendor may be entitled to an equitable adjustment in time or contract amount, provided requested as per this document.

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

- A. Vendor shall protect from damage all existing structures, equipment, improvements, utilities and vegetation at or near the project site. Vendor 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 Vendor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to the Vendor.
- B. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

1.07 USE OF PREMISES AND OWNER OCCUPANCY

- A. When working within or adjacent to existing facilities, confine all activities to the immediate work area and limit the use of the premises to allow for Owner's continued use of adjacent occupied spaces during the course of the work.
- B. Maintain established exit pathways free of stored materials, equipment, or debris.
- C. Coordinate work to avoid service interruptions which have not been scheduled and approved by the Owner in advance.

- D. Restrict personnel to only those actively engaged in execution of the work.
- E. Existing loading docks, associated with the project facility, may occasionally be available to load and unload materials and equipment. Verify availability and procedures with the Owner's representative.

1.08 CLEAN-UP

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

1.09 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Vendor warrants that all work/material provided conforms to the requirements of the Contract Documents and is free of any defect.
- B. With respect to all warranties, express or implied, for work performed or materials furnished according to the Contract Documents, Vendor shall:
 - 1. Require all warranties to be executed, in writing, for the benefit of Owner.
 - 2. Enforce all warranties for the benefit of Owner, if directed by Owner; and
 - 3. Be responsible to enforce any subcontractor's, manufacturers or supplier's warranty, should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance/Payment.

1.10 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor or its agents and employees from and against claims, damages, losses, fines, expenses and attorney fees arising out of negligent acts or omissions of the Owner, solely to the extent caused by the Owner.
- B. To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner or its agents or employees from and against claims, damages, losses, fines, expenses and attorney fees arising out of negligent acts or omissions of the Vendor, solely to the extent caused by the Vendor.
- C. In claims against any person or entity indemnified under this paragraph by an employee of the Indemnitor, anyone directly or indirectly employed by them or

anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be a limitation on amount or type of damages, compensation or benefits payable by or for the Indemnitor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

1.11 CHANGES IN THE WORK

- A. Owner may at any time and without notice to Vendor's surety, order additions, deletions, revisions or other changes in the Work. These changes in the Works shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by the Owner causes increase in costs, a timely claim for equitable adjustment should be made to the WSU Purchasing Office which, if approved, will be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order proposal from the Vendor. Such proposal, submitted by the Vendor, shall include all changes to contract terms and conditions, including price/compensation affected by this proposed change.

1.12 PAYMENTS AND COMPLETION

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 - 1. Work not in accordance with Contract Documents
 - 2. Work by Owner to correct defective work
- B. For individual Maintenance Orders for repair work the following completion process will be utilized:
 - 1. Upon completion, Owner will provide written notification of Final Acceptance of the Work.
 - a. Retention will be released 45 Days following Final Acceptance. If there are either unpaid taxes or fees, or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with Washington law.
 - b. Maintenance Orders that exceed \$35,000.00 will require a Notice of Completion, and releases from Department of Revue, Employment Security and Labor and Industries before retention will be released.

END OF SECTION ON-SITE WORK TERMS AND CONDITIONS