

ON-SITE WORK TERMS & CONDITIONS

CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain and provide evidence of comprehensive general liability and property damage insurance of not less than \$2,000,000 per occurrence and \$3,000,000 in aggregate.

PERMITS, FEES AND NOTICES

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses and inspections necessary for proper execution and completion of the Work. Prior to final acceptance, the approved, signed permits shall be delivered to the Owner.
- B. Contractor 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.
- C. 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.

SAFETY PRECAUTIONS

Contractor shall be responsible for initiating, maintaining and supervising an effective safety program for their employees, which complies with all applicable Federal and State laws.

- A. Contractor shall provide warning signs and barriers or other methods as may be required to protect the public or the Customer's employees from injury or from entering the work area.

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).

UNFORESEEN PHYSICAL CONDITIONS

- B. If Contractor 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 Contractor shall give immediate notice to the Owner promptly after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

- C. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in time or contract amount, provided requested as per this document.

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

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities and vegetation at or near the Project site. Contractor 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 Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to the Contractor.
- 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.

CLEAN-UP

Contractor 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, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat and orderly condition satisfactory to the Owner. If Contractor 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 Contractor.

WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor 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, Contractor 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.

INDEMNIFICATION

- A. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless the Contractor 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 Customer, solely to the extent caused by the Customer.
- B. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Customer 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 Contractor, solely to the extent caused by the Contractor.
- 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.

PAYMENTS AND COMPLETION

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

- A. Work not in accordance with Contract Documents
- B. Work by Owner to correct defective work

CHANGES IN THE WORK

- A. Owner may at any time and without notice to Contractor's surety, order additions, deletions, revisions or other changes in the Work. These changes in the Work 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 Contractor. Such proposal, submitted by the Contractor, shall include all changes to contract terms and conditions, including price/compensation affected by this proposed change.