

Seattle, Washington
PO Addendum - Supplemental Terms and Conditions
SMALL CONSTRUCTION PROJECTS

- 1. PURPOSE OF ADDENDUM.** This Addendum sets forth supplemental terms and conditions applicable to UW small projects (under \$50,000) defined as public works in accordance with [RCW 39.04.10](#). Contractor agrees to provide labor, materials, equipment, and supervision required to complete the Work assigned by this Purchase Order (“PO”), and in accordance with the terms of this Addendum.
- 2. AGENCY RELATIONSHIP.** The UW of Washington (“UW”) and Contractor (“Contractor”) shall each perform all services and carry out all responsibilities under the terms and conditions of this Addendum, as independent contractors and neither, by virtue of this Addendum, shall be considered an agent or agency of the other.
- 3. ACCEPTANCE BY CONTRACTOR.** The Purchase Contract is hereby accepted on the terms set forth herein. By performing under this Purchase Contract or any part hereof, Contractor agrees to and accepts all the provisions of the Purchase Contract 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 do 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.
- 3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The specific provisions of this Addendum are those contained in the following contract documents, each attached and or incorporated by reference. In the event of any inconsistencies or conflicting terms and conditions in this Contract, such inconsistency or conflict shall be resolved by giving precedence in the following order:
 - A. Written orders for changes in the Work, issued after date of this PO
 - B. Purchase Order and this Purchase Order Addendum
 - C. Scope of Work or Specifications (Attachment A)
 - D. [UW General Terms and Conditions](#)
 - E. The Contractor’s Proposal dated **[ENTER DATE]**
 - F. [UW Supplier Code of Conduct](#)
- 4. ACKNOWLEDGMENTS.** Contractor acknowledges that it is taking part in a program that is open to more than one Contractor and that UW procurement is intended to facilitate UW’s ability to obtain services from one or more Contractors. 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.

5. TERM; SCHEDULE. The Term of this Purchase Contract 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.

6. CHANGES OR CANCELLATION FOR CONVENIENCE. This Addendum may be changed, modified, or amended by written Addendum executed by both parties. The UW shall be obligated to pay Contractor only for Services described herein. Any additional services must be approved in writing by the UW. The UW may, without invalidating this Purchase Contract, make changes to 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 Contract shall be amended accordingly, in writing. The UW by written notice may change or terminate all or any part of this Purchase Contract for convenience. If such a change results in an increase or decrease in costs to be incurred or time needed to complete performance of the Work, then The UW and Contractor will make a fair and equitable modification of their rights and obligations under this agreement, provided the UW will not compensate Contractor for any services not performed by the date of such change or termination.

7. PROOF OF INSURANCE

Prior to the commencement of the Work and throughout the performance period, the Contractor shall provide the UW of Washington – Facilities, Procurement & Sourcing with a certificate of insurance evidencing proof of insurance coverage in the amounts stated herein. The Board of Regents of the UW 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

\$1,000,000 per occurrence

\$3,000,000 aggregate

\$100,000 fire legal liability

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.

8. 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.

9. 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 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/>.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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, and the UW shall pay Contractor on a percentage of work completed less five percent (5%), which shall be retained pending completion of the entire Scope of Work.

The UW utilizes the Ariba network for order and invoice processing. If not already registered with the UW, Contractor agrees to sign up for the Ariba Network and have the ability to bill using Ariba Invoice Automation. Information about Contractor registration, including Ariba is available at: <https://f2.washington.edu/fm/ps/Contractor-information/registration>

15. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the UW, consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the

Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Addendum efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. IN such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior management of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. NOTICES

Any notice or demand or other communication required or permitted to be given under this Addendum 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 to the following:

UW of Washington	Contractor
Attn: [Project Manager Name]	Attn:
Address	Address
City, State, Zip	City, State, Zip

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

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 Addendum is served upon Contractor or the UW, each party agrees to notify the other immediately following receipt of such action.

18. ENTIRE ADDENDUM

This Addendum sets forth the entire Addendum between the parties hereto with respect to the subject matter. Any understanding, Addendums, representations or warranties not contained in this Addendum or a written amendment shall not be binding on either party. Except as provided herein, no alternation of any of the terms, conditions, pricing, quality or specification of this Addendum will be effective without the written consent of both parties.

19. AUTHORITY TO BIND

The signatories of this Addendum represent that they have the authority to bind their respective organizations to this Addendum.

Agreed and Accepted:

UW OF WASHINGTON

ENTER CONTRACTOR NAME

Date:

Date:

**ATTACHMENT A
SCOPE OF WORK**

A. The Scope of Work shall include the following:

[PROJECT/WORK DESCRIPTION]

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

1. Submit 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.
2. Submit 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.
3. Protect all materials to be used in the Work in accordance with the specifications.
4. Protect existing facilities and personal property.
5. Unloading, hoisting and otherwise handling its own materials, supplies and equipment.
6. Coordinate with UW-scheduled events.
7. Researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
8. 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.
9. Disposing of all resulting debris, including hauling off site and disposing of properly.
10. Cleaning all areas affected by dust and construction debris.