

# EXHIBIT A

## University of Washington Construction Contract For [Project Name]

<sup>TM</sup> **AGREEMENT** made as of the [ ] day of [ ] in the year Two Thousand Twenty (2020)

**BETWEEN** the Owner:

University of Washington (UW)  
Project Manager [NAME]  
[UW Property Address]  
[City, State, Zip]

and the Contractor:

Company Name  
Contact Name/Title  
Address  
City, State, Zip

for the following Project:

Project Name  
Location Address  
City, State, Zip

The Owner and Contractor agree as follows.

## **TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 INSURANCE**
- 6 GENERAL PROVISIONS**
- 7 OWNER**
- 8 CONTRACTOR**
- 9 CHANGES IN THE WORK**
- 10 TIME**
- 11 PAYMENTS AND COMPLETION**
- 12 PROTECTION OF PERSONS AND PROPERTY**
- 13 CORRECTION OF WORK**
- 14 MISCELLANEOUS PROVISIONS**
- 15 TERMINATION OF THE CONTRACT**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of the following:

- .1 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .2 this Agreement signed by the Owner and Contractor;
- .3 **[IF APPLICABLE]** the drawings prepared by **[Company Name]**, dated **[REDACTED]**, and enumerated as follows:

Drawings:

Number	Title	Date

- .4 University of Washington General Terms and Conditions
- .5 the Request for Proposal
- .6 the Contractor’s Proposal

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 2.1** The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents (Exhibit B – “Project Schedule”), the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

By the following date: **ENTER DATE**

**§ 2.4 Liquidated Damages:**

Within the Contractors control, for failure to achieve Substantial Completion of the Work within the time provided, Contractor shall pay Owner **\$500** for each calendar day from the date when Substantial Completion should have been achieved, to the date Substantial Completion is actually achieved. Liquidated Damages will be taken out of any monies owed the Contractor. If no additional monies are owed to the Contractor, the Contractor shall provide reparation directly to the Owner.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

ENTER \$ AMOUNT

§ 3.2 For purposes of payment, as provided on the Bid Form, the Contract Sum includes the following values related to portions of the Work:

Base Bid	<u>\$0</u>
Alternate(s) 4	<u>\$0</u>
<b>Total</b>	<b>\$0</b>

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor’s Applications for Payment certified by the Project Manager, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

Payments will be made accordance with the following completed, and accepted, project milestones:

Mobilization	10% (paid 30 days after Date of Commencement)
Demolition	40%
Materials to Site	40%
Substantial Completion	5%
Retainage	5%

§ 4.2 Late payments and payment not in dispute that are unpaid under this Agreement shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1% (one percent)

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 *Commercial General Liability* insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars (\$1M) each occurrence, two million dollars (\$2M) general aggregate, and one million dollars (\$1M) aggregate for *products-completed operations* hazard.

Such insurance must provide a minimum limit of liability of \$1 Million each Occurrence Combined Single Limit Bodily Injury and Property Damage.

§ 5.1.2 *Automobile Liability* for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of \$1 million CSL. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless the transportation pollution risk is covered under the Contractor’s Pollution Liability insurance policy.

**§ 5.1.3 Pollution Liability (CPL)** The Contractor must provide a Pollution Liability policy for pollutants that are or may be remediated on or off site covering claims, including investigation, defense, or settlement costs and expenses that involve bodily injury and property damage (including natural resources damages and loss of use of tangible property that has not been physically injured) covering:

1. Pollution conditions caused or made worse by the Contractor, including clean-up costs for a newly caused condition or a historical condition that is made worse.
2. The vicarious liability of subcontractors of any tier.

The Pollution Liability insurance must provide a minimum limit of liability of \$1M each claim with a minimum aggregate limit of 200% of each claim limit. There is no requirement for a dedicated project aggregate limit provided that the Contractor (1) submits to the Owner before the Notice to Proceed Date with its insurance certification a written statement from its authorized insurance representative that the full minimum aggregate limit is available and has not been impaired by any claims reserved on another project, and (2) thereafter, until the completion of the Work, provides notice in writing to the Owner within 10 Days of Contractor's constructive knowledge of any pending or actual impairment of the aggregate limit. If in-Transit Pollution Liability is required but is not provided under the Automobile Liability, the Contractor must provide evidence of transportation coverage under the Contractor's Pollution Liability policy.

**§ 5.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 5.1.5** Contractor must comply with Workers' Compensation coverage per Title 51 Revised Code of Washington (RCW).

**§ 5.2** The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

**§ 5.3 Evidence of Insurance** (does not apply to State of Washington Statutory Worker's Compensation) Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

The Contractor must provide the Owner documentation of insurance meeting these requirements before the Execution Date is established. The documentation must include the following:

1. An ACORD certificate or equivalent form fully disclosing all coverages and limits of liability maintained.
2. A copy of the additional insured endorsement or blanket additional insured language to the Commercial General Liability, Automobile Liability, and, if required, Pollution Liability insurance documenting that the Owner is listed as an additional insured for primary and non-contributory limits of liability and, if required, Products and Completed Operations Additional Insured; a statement of additional insured status on an ACORD or other form of certificate of insurance will not satisfy this requirement.

Should any insurance policy neither be issued nor delivered to the named insured Contractor at the time it delivers the signed Contract for the Work, the Contractor must deliver and maintain on file with the Owner, binders of insurance evidencing compliance with the requirements.

As soon as practicable after delivery of the policy, the Contractor must deliver the insurance certification specified above. At any time upon the Owner's request, the Contractor must forward to the Owner a true and certified copy of any insurance policy.

**§ 5.4** Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Designer of Record, consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## **ARTICLE 6 GENERAL PROVISIONS**

### **§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### **§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

#### **1.2.1 Wages**

The Work is subject to the wage requirements of RCW 39.12 (Prevailing Wages on Public Works), RCW 49.28 (Hours of Labor), and to RCW 49.46 (Minimum Wage Act) as amended or supplemented. The Contractor, any Subcontractor, and all individuals and firms required to pay prevailing wages under WAC 296-127-010, must pay all laborers, workers, or mechanics no less than the applicable prevailing hourly wage rate and fringe benefits appropriate to the worker's classification. Higher wages and benefits may be paid at the option of the employer.

The Contractor is responsible for assigning the appropriate classification to all laborers, workers, or mechanics that perform any Work under this Contract, under the scope of work descriptions established by the L&I Industrial Statistician. Laborers, workers, and mechanics must be paid in full at least once each week and in lawful money of the United States. If the Contractor assigns the wrong prevailing wage classification, the Contractor is responsible for and must pay the amount of the corrected prevailing wage. The difference is not subject to an equitable adjustment or Change Order.

The Contractor must ensure that all Subcontractors, and all other individuals and firms as applicable, comply with all prevailing wage requirements including payroll reporting requirements and payment of prevailing wages. The Contractor is responsible for any violations of prevailing wage requirements by Subcontractors, individuals, or firms, and The Owner will take enforcement action against the Contractor to remedy any violations and achieve compliance with prevailing wage requirements.

Prevailing wage rates will be determined by L&I and published on the first Business Day of February and the first Business Day of August of each year. All prevailing wage rates become effective 30 Days after they are published. Current prevailing wage information may be obtained online:

Washington State Department of Labor and Industries

<https://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/>

By including wage and fringe benefit rates in the Contract Documents, the Owner does not imply that the Contractor will find labor available at those rates. The Contractor must calculate any amount above the minimums that have to be paid.

If the Contractor employs labor in a classification not covered by WAC 296-127, the Contractor must request the Industrial Statistician at L&I determine the correct prevailing wage rate for that classification and locality.

#### **6.2.1. A. OVERTIME**

Pursuant to the provisions of RCW 49.28 and WAC 296-127-022, Work performed on public works contracts will not require the payment of overtime rates for the first 2 hours worked in excess of 8 hours per Day when the employer and employee voluntarily enter into a written agreement wherein the employee will work up to 10 hours per Day in a 4-Day week to accomplish 40 hours of work. Working more than 10 hours on any Calendar Day on a public works project is prohibited except in cases of extraordinary emergency, such as danger to life or property. The Contractor must refer to the Benefits Code Key attached to the Prevailing Wage Schedule for specific overtime rates.

#### **6.2.1.B. WAGE ENFORCEMENT**

The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed on this Contract are subject to investigation by the Owner and L&I in regards to payment of the required prevailing wage to workers, laborers, and mechanics employed on the project.

If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the unpaid wages will constitute a lien against the Contractor's Bond and retainage. The Owner may also withhold payments to the Contractor. Per RCW 39.12.065 and 39.12.050, the Contractor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any public works contract within the State of Washington for the period specified by law.

#### **6.2.1.C. REQUIRED DOCUMENTS**

Before payment is made by the Owner of any sums due under this Contract, the Contractor and each Subcontractor regardless of tier must have a Statement of Intent to Pay Prevailing Wages (form F700 029 000), approved by L&I. Wage rates listed on an approved Statement of Intent to Pay Prevailing Wages may not comply with federal prevailing wage requirements.

Each payment application submitted must include an Owner-provided form listing all Subcontractors and Suppliers, who performed Work on the project during that pay period, including but not limited to, Subcontractor Name, UBI Number, Intent Number and Affidavit Number as applicable, along with a statement completed and signed by an authorized representative of the Contractor certifying the prevailing wages have been paid per RCW 39.12.040.

Upon completion of the Work and before final payment and funds retained under RCW Chapter 60.28 can be released to the Contractor, the Contractor and each Subcontractor regardless of tier must have an Affidavit of Wages Paid (form L700 007 000) approved by L&I.

The Contractor or Subcontractor, as applicable, is responsible for payment of fees for each Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid and must submit all forms directly to L&I for approval. The cost of these fees is included in the Bid Item prices that comprise this Contract. Intent and Affidavit forms may be obtained from L&I.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

#### University of Washington

UW Project Name

C/O Project Manager, [Project Manager Name]

[Project Manager Email Address]

Company Name

Company Representative Name and Title

Company Representative Email Address

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Manage the Work

Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Designer of Record will review and certify the amounts due the Contractor.

7.2.A. The Owner, through the Project Manager, has authority to reject Work that does not conform to the Contract Documents.

7.2.B. The Owner, through the Project Manager, will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents

7.2.C. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Designer of Record may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the



Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Designer of Record.

#### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

### **ARTICLE 8 CONTRACTOR**

#### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Project Manager.

#### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

#### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through notification, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

#### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and any other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### **§ 8.5 Warranty**

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

## **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

## **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** 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.

**§ 8.7.2** 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 Designer of Record in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

## **§ 8.8 Submittals**

Upon execution, the Contractor shall promptly submit to the Owner a detailed task schedule itemizing the necessary steps and times to complete the Work prior to the Substantial Completion Date; shop drawings, product data, samples, and similar submittals required by the Contract Documents.

## **§ 8.9 Use of Site**

The Contractor shall confine Work operations areas permitted by law, ordinances, permits, the Contract Documents, and the Owner. The use of the Site from the upland side is not feasible other than pedestrian access.

## **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

## **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

## **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Designer of Record, 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.

## **ARTICLE 9 CHANGES IN THE WORK**

**§ 9.1** The Owner, without invalidating the Contract, may order and/or approve, changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing.

If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

**§ 9.2** The Owner expects that construction means and methods, value engineering or similar will benefit the efficiency of the Work and would encourage the Contractor to request any changes that may benefit and ensure the successful completion of the Work by the Substantial Completion Date.

**§ 9.3** If concealed, or unknown, physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 10 TIME**

**§ 10.1** Time limits stated in the Contract Documents are of the essence of the Contract.

**§ 10.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

**§ 10.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## **ARTICLE 11 PAYMENTS AND COMPLETION**

### **§ 11.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 11.2 Applications for Payment**

**§ 11.2.1** At least ten days before the portions of the Work listed in Section 3.2 are anticipated to be completed, and on the form provided, the Contractor shall submit to the Project Manager an itemized Application for Payment.

The Application shall be supported by data substantiating the Contractor's right to payment as the Owner, or Designer of Record, may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 11.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### **§ 11.3 Certificates for Payment**

The Owner/Project Manager will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue a Certificate for Payment in the full amount of the Application for Payment, (2) issue a Certificate for Payment for such amount that is determines to be properly due, and notify the Contractor in writing of the reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor the reason for withholding certification in whole.

If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

#### **§ 11.4 Progress Payments**

**§ 11.4.1** After an issued Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 11.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 11.4.3** The Owner shall not have responsibility for payments to a subcontractor or supplier.

**§ 11.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### **§ 11.5 Substantial Completion**

**§ 11.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 11.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner/Project Manager will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, they shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents, unless otherwise amended, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### **§ 11.6 Final Completion and Final Payment**

**§ 11.6.1** Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

**§ 11.6.2** Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 11.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### **ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY**

**§ 12.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto, including, but not limited to,

adherence to COVID-19 Field Safety Guidelines (Exhibit C). The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

**§ 12.2** 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 Services and any materials (including, without limitation, Hazardous Materials (as defined below), used in the performance of the Services or the disposal of any materials used in the performance of the Services. 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 renovations or demolitions 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.

### **ARTICLE 13 CORRECTION OF WORK**

**§ 13.1** The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 13.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one-year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 13.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

#### **§ 14.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

#### **§ 14.2 Tests and Inspections**

**§ 14.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 14.2.2** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

#### **§ 14.3 Governing Law**

The Contract shall be governed by the law of the State of Washington, King County, City of Seattle where the Project is located.

### **ARTICLE 15 TERMINATION OF THE CONTRACT**

#### **§ 15.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Designer of Record, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 15.2 Termination by the Owner for Cause**

**§ 15.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 15.2.2** When any of the above reasons exist, the Owner, after consultation with the Designer of Record, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 15.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 15.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 15.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

This Agreement entered into as of the day and year first written above.

**University of Washington**

**OWNER** *(Signature)*

« »« »

*Michael McCormick  
Associate Vice President, UW Facilities*

**Company Name**

**CONTRACTOR** *(Signature)*

« »« »

**Company Representative Name**  
**Company Representative Title**