

**MASTER MAINTENANCE AGREEMENT BETWEEN  
UNIVERSITY AND CONTRACTOR**

**Elevator Maintenance and Repair**

**Master Agreement No.**

**Master Agreement Information**

Master Agreement Effective Date: (date)

**University**

Washington State University  
c/o Facilities Services, Capital  
P.O. Box 641150  
Pullman, WA 99164-1150

**Contractor**

(Insert)

UBI No.:

**Scope of Work**

Elevator maintenance and repair for the Pullman, Spokane, Tri-Cities and Puyallup campuses of Washington State University per the Request for Proposal dated XXXX.

Elevator Contractor shall provide all labor, materials and supplies necessary to complete work under this master agreement.

**University's Designated Representative**

Name: (Insert)

Work Phone #: (Insert)

Cell Phone #: (Insert)

E-mail: (Insert)

**Contractor's Designated Representative**

Name: (Insert)

Work Phone #: (Insert)

Cell Phone #: (Insert)

E-mail: (Insert)

*This Master Agreement is executed between the University and the Contractor as of the Effective Date.*

University (Signature)

Printed Name:

Title:

Date:

Contractor (Signature)

Printed Name:

Title:

Date:

# TERMS AND CONDITIONS

## **ARTICLE 1 MASTER AGREEMENT**

**1.1** This Master Maintenance Agreement Between University and Contractor ("Master Agreement") will be effective for one year after the Effective Date.

**1.2** This Master Agreement will apply to all Maintenance Orders executed by the University and the Contractor pursuant to this Master Agreement.

**1.3** This Master Agreement, together with any Maintenance Orders executed hereunder, represents the complete and integrated agreement between the parties, and supersedes prior and contemporaneous negotiations, representations, and agreements, either written or oral. This Master Agreement, together with any Maintenance Orders executed hereunder, shall not be construed to create a contractual relationship of any kind between any persons or entities other than the University and the Contractor. The Contractor acknowledges that it has not been induced to enter into this Master Agreement by any representations or promises not specifically stated in this Master Agreement. No addition to or modification of this Master Agreement or any Maintenance Order or waiver of any provisions of such agreements will be binding on either party unless explicitly made in writing and executed by the University and the Contractor.

**1.4** In the event of a conflict between terms and conditions of this Master Agreement and a Maintenance Order, the terms of the Maintenance Order will take precedence for the Work performed pursuant to the Maintenance Order. Any terms or conditions contained in the Contractor's proposal (which may be attached as an exhibit to a Maintenance Order) which are not expressly incorporated into the Maintenance Order have no effect or bearing on the performance of the Maintenance Order. If the Contractor's proposal is attached to a Maintenance Order as an exhibit, it is only attached for scope purposes.

**1.5** This Master Agreement will automatically renew on an annual basis, unless either party provides written notice of their intent not to renew this Master Agreement or to cancel this Master Agreement. Notice of non-renewal or cancellation may be provided by either the University or the Contractor at any time. If either party elects not to renew this Master Agreement or to cancel this Master Agreement, the terms and conditions of this Master Agreement will remain in effect until all Maintenance Orders under this Master Agreement are completed or terminated.

**1.6** The University is not required to issue any Maintenance Orders under this Master Agreement, and the Contractor may decline to accept any Maintenance Orders issued by the University.

## **ARTICLE 2 THE WORK**

**2.1** The Contractor will fully execute the Work set forth in each agreed upon Maintenance Order, which will be on the form included with this Master Agreement. Each Maintenance Order will describe the Contractor's Work; state the Contractor's compensation; and detail performance requirements related to the Maintenance Order.

**2.2** "Work" collectively means the design, engineering, maintenance, repairs, construction and/or services required by the Maintenance Order and includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill its obligations.

**2.3** The Contractor will provide and pay for all labor, materials, equipment, tools, machinery, utilities, transportation, and other facilities required to properly perform the Work under a Maintenance Order, whether temporary or permanent. The Contractor will not subcontract any Work without the University's prior written consent.

**2.4** The Contractor will secure and pay for all governmental permits, approvals, fees, licenses and inspections and governmental charges and inspection fees required for the prosecution of the Work.

**2.5** The Contractor will provide the University access to the area where Contractor is performing the Work, wherever located. The Contractor will keep the Project site and the surrounding area free from accumulation of waste materials or rubbish caused by Contractor's operations. Prior to completion of the Work or otherwise at the University's request, the Contractor will remove all waste materials, rubbish, the Contractor's tools, equipment, machinery, and surplus materials from the Project site. If the Contractor fails to do so, the University may do so and charge to the Contractor all costs incurred.

**2.6** Pursuant to Chapter 49.70 RCW and WAC 296-62-054 *et seq.*, the Contractor will provide the University copies of and have available at the Project site a workplace survey or MSDSs for all "hazardous" chemicals under the control of or used by the Contractor or any person or entity employed or utilized by it at any University property.

**2.7** The Contractor will comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work," including without limitation the trench safety requirements.

**2.8** The Contractor is responsible for compliance with the requirements of the Maintenance Order regarding hazardous materials or substances. If the scope of the Work requires the Contractor to perform Work relating to hazardous materials, the Contractor shall be responsible for taking all reasonable and necessary precautions to prevent bodily injury, death, and/or property damage resulting from such materials or substances, and to

dispose of such materials as required by the Work Order and all applicable state and federal laws and regulations.

**2.9** If the Contractor encounters a hazardous material or substance not addressed in the Maintenance Order, and if reasonable precautions will be inadequate to prevent bodily injury, death, and/or property damage resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner of the condition in writing. When the material or substance has been rendered harmless and fully remediated, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the schedule for the Work may be extended appropriately and the Contractor's compensation may be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The Contractor shall proceed with the Work in areas not affected.

**2.10** To the extent the Work involve asbestos removal, the Contractor will comply with Chapter 49.26 RCW and any provisions of the Washington Administrative Code promulgated thereunder.

### **ARTICLE 3** **PREVAILING WAGES**

**3.1** Pursuant to Chapter 39.12 RCW, no worker, laborer, or mechanic employed in the performance of any part of the Work will be paid less than the "prevailing rate of wage" (in effect as of the date bids for the applicable Work are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540, Olympia, WA 98504-4540, Telephone (360) 902-5335. The prevailing wage rates for the locality or localities where the Work will be performed is made a part of the Maintenance Order by this reference and also available at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. The Industrial Statistician can answer questions relating to prevailing wages upon request.

**3.2** The Contractor will defend, indemnify, and hold the University harmless from any violation or alleged violation of Chapter 39.12 RCW ("Prevailing Wages on Public Works") or Title 51 RCW ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor or any person or entity employed or utilized by it, of any tier, in performing the Work.

**3.3** The Contractor is not entitled to any payment until the Contractor and any person or entity employed or utilized by it, of any tier, in performing the Work have submitted a "Statement of Intent to Pay Prevailing Wage" to the University. The statement must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the University. The Contractor is responsible for all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to

Pay Prevailing Wages" must be posted where workers can easily read them.

### **ARTICLE 4** **SCHEDULE**

**4.1** TIMELY PERFORMANCE UNDER THE MAINTENANCE ORDER IS ESSENTIAL TO THE UNIVERSITY. The Contractor will perform the Work in accordance with the schedule set forth in the Maintenance Order. If no schedule is specified in the Maintenance Order, the Work will be performed as specified in writing by the University. If the Contractor fails to perform the Work as specified, the Contractor will be liable for any damages suffered by the University.

### **ARTICLE 5** **PAYMENT**

**5.1** The University will pay the Contractor the compensation stated in the Maintenance Order for its performance of the Work.

**5.2** The Maintenance Order will specify the method of the Contractor's compensation and whether the compensation is inclusive of Washington State Sales Tax (WSST). If progress payments are to be made under the Maintenance Order, the University will make such payments within *thirty (30) days* of its receipt and approval of the Contractor's invoice. The Contractor's invoice will set forth the Work performed and include any supporting documentation (such as lien and claim releases) that the University may reasonably request.

**5.3** If retainage is required to be withheld by the University for a specific Maintenance Order, the University will reserve *five percent (5%)* from the moneys the Contractor earns as it progresses the Work, pursuant to Chapter 60.28 RCW. Any monies retained will be held as a trust fund for the protection and payment of the claims of any person arising under the Maintenance Order and the State with respect to taxes, fees, and penalties that may be due from the Contractor.

**5.4** The University may withhold payment in whole or in part or, because of subsequent observations, it may nullify the whole or part of a payment previously issued, on account of (1) defective Work not remedied, (2) failure of the Contractor to make payments for labor, materials or equipment, including liens recorded, (3) damage to the University or a separate contractor, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contractor's compensation, (5) reasonable evidence that the unpaid balance would not be adequate to cover damages for delay for which the Contractor is responsible, or (6) failure to carry out the Work in accordance with the Maintenance Order.

**5.5** Payments due and unpaid under a Maintenance Order shall bear interest at the lower of the applicable statutory rate or the Bank of America prime rate plus two percent (2%) per annum.

### **ARTICLE 6** **ADMINISTRATION**

**6.1** The University will provide administration of the Master Agreement and any Maintenance Orders executed hereunder.

**6.2** The University will make any revocation, alteration, relaxation or release of any requirement of the Master Agreement and any Maintenance Orders executed hereunder, or any approval or acceptance of any portion of the Work, exclusively in writing. The University must approve in writing all changes in the Contractor's compensation and the schedule for performance of the Work.

**6.3** The University may reject Work that does not conform to the Maintenance Order. If the Contractor fails to correct or carry out the Work in accordance with the Maintenance Order, the University, by written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the University to stop the Work will not give rise to a duty on the part of the University to exercise this right.

## **ARTICLE 7** **THE CONTRACTOR**

**7.1** The Contractor will perform, supervise, and direct the Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over the means, methods, techniques, sequences, personnel, and procedures, for safety, and for coordinating all portions of the Work under a Maintenance Order.

**7.2** The Contractor will be and operate as an independent contractor in its performance of the Work and will have complete control over and responsibility for all personnel and entities employed or utilized in connection with the Work. The Contractor acknowledges that the University will not withhold any payroll taxes on behalf of Contractor or its employee(s) or agent(s) (if any). The Contractor is not authorized to enter into any agreements on behalf of the University or to act as an agent or employee of the University.

**7.3** The Contractor will engage qualified, licensed design professionals to provide any necessary design or engineering services. Any designated design consultants will not be changed during the course of the Work without the advance, written approval of the University.

**7.4** The Contractor will: (1) have a current state unified business identifier number; (2) have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; (3) have an Employment Security Department number as required in Title 50 RCW; and (4) have a state excise tax registration number as required in Title 82 RCW.

**7.5** Pursuant to Chapter 39.06 RCW, the Contractor will be registered and licensed as a contractor

or trade contractor as required by the laws of the State of Washington, including but not limited to Chapter 18.27 RCW. The Contractor will also not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

**7.6** The Contractor will enforce strict discipline and good order among persons carrying out the Work and will not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contractor's compensation or the schedule for the Work, the University may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the University considers objectionable.

## **ARTICLE 8** **WARRANTIES**

**8.1** The Contractor warrants that materials and equipment furnished under a Maintenance Order will be of good quality and new, that the Work will be performed in a skillful and workmanlike manner, free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Maintenance Order. Any Work not conforming to these requirements, including substitutions or deviations from the requirements of the Maintenance Order not properly approved and authorized in writing by the University, are defective.

**8.2** Any additional warranties will be provided as required by the Maintenance Order.

**8.3** The warranties contained in this Section and required pursuant to the Maintenance Order are in addition to, and not a limitation on, all other remedies allowed by law.

## **ARTICLE 9** **CORRECTION OF WORK**

**9.1** The Contractor will promptly and within no more than *fourteen (14) days* of notice from the University replace or repair any Work rejected or failing to conform to the requirements of a Maintenance Order at any time through a period of *one (1) year* from acceptance of the Work or by the terms of a longer manufacturers or special warranty.

**9.2** The Contractor's obligation to correct the Work shall survive acceptance of the Work and termination of the Master Agreement and/or a Maintenance Order and is in addition to other warranties provided by contract or law and does not establish a time limit for damages.

## **ARTICLE 10** **SAFETY**

**10.1** The Contractor will be solely responsible, and the University will not have responsibility, for all aspects of safety related to the Work. The Contractor will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to, persons or property.

**10.2** The Contractor will promptly remedy damage and loss to property at the Project site caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the University or by anyone for whose acts the University may be liable, and not attributable to the fault or negligence of the Contractor.

## **ARTICLE 11 INSURANCE**

**11.1** The Contractor will purchase, at its own cost, all insurance policies required by this Master Agreement from a company or companies admitted to do business in the State of Washington, possessing a Best's policy holder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the University. Such policies will be maintained, at the Contractor's sole expense, for the life of this Master Agreement and all Maintenance Orders issued hereunder, and for such longer periods as are specified herein. Before entering any University property in connection with this Master Agreement, the Contractor will furnish the University with certificates of insurance and endorsements as evidence of all insurance required under this Master Agreement.

**11.2** The Contractor will carry occurrence-based Commercial General Liability Insurance which will provide bodily injury (including death) and property-damage liability on the Contractor's operations, and automobile liability insurance covering bodily injury (including death), both in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. This insurance will name the University as additional insured and will be designated primary coverage for both defense and indemnity, with any University policies as excess.

**11.3** The Contractor will carry insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$1,000,000 per claim.

**11.4** If the Work involves the performance of design, engineering, or other professional services, the Contractor will carry professional liability insurance in the amount of \$1,000,000 per claim and annual aggregate.

**11.5** Coverages shall be maintained without interruption from the date of commencement of the Work until the date of completion, with the exception that the Contractor's professional liability insurance (if applicable) will be maintained for *three (3) years* after completion of the Work.

**11.6** The University's specification or approval of the insurance in this Contract or of its amount will not relieve, limit or decrease the liability of the Contractor under the Maintenance Order or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable

law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

**11.7** If the University is damaged by the failure of the Contractor to maintain any insurance required under this Master Agreement or to so notify the University, then the Contractor will bear all costs properly attributable thereto. THE UNIVERSITY MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment will not constitute a waiver.

## **ARTICLE 12 INDEMNIFICATION**

**12.1** Subject to the following conditions including the subparagraphs below, and to the fullest extent permitted by law, the Contractor will defend, indemnify, reimburse, and hold harmless the University its agents, employees, consultants, successors, and assigns (together, the "Indemnified Parties") from and against all third-party claims, damages, losses, and expenses, direct or indirect, including but not limited to costs, attorneys' fees, and litigation expenses incurred on such claims and in proving the right to indemnification, arising out of or resulting from Contractor's performance of the Work under this Master Agreement or any negligent act or omission of the Contractor or any person or entity employed or utilized by Contractor of any tier in connection with this Master Agreement (together, the "Indemnitor").

**12.1.1** The Contractor will fully defend, indemnify, reimburse, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor. In the event of concurrent negligence, the Contractor will defend, indemnify, reimburse, and hold harmless the Indemnified Parties to the extent of the Indemnitor's negligence.

**12.1.2** The Contractor consents to being added by the University as a party to any dispute resolution proceeding with third parties in which the University alleges indemnification or contribution from an Indemnitor. To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions will retain their vitality and effect.

**12.1.3** After mutual negotiation of the parties, the Contractor waives immunity as to the University only under Title 51 RCW, "Industrial Insurance." The provisions of this Section will survive the expiration or termination of this Agreement.

## **ARTICLE 13 CHANGES**

**13.1** The University may by written change order modify this Master Agreement or a Maintenance Order issued hereunder, including, without limitation, changes in the Work to be performed. The terms of this Master Agreement or a Maintenance Order may only be changed through a writing signed by the University, which expressly references the modification.

**13.2** If the parties cannot agree on the cost or credit to the University from a change in the Work, the Contractor will keep and present an itemized accounting with supporting data. The total cost of any change in the

Work or claim will be limited to the reasonable value of the direct labor costs, material costs, construction equipment usage costs for the actual time equipment appropriate for the Work is used solely on the change in the Work, the cost of any change in insurance, subcontractor costs, and a Fee for all combined overhead and profit (including impact costs of any kind) limited to 15% of the cost of any change in the Work or claim.

#### **ARTICLE 14**

#### **TERMINATION AND SUSPENSION**

**14.1** The University may, upon notice to the Contractor, terminate for its convenience all or any portion of a Maintenance Order at any time. In the event of any termination for convenience, the University will compensate the Contractor for any Work performed prior to the termination, but not for any anticipated profit or overhead on the portion of the Maintenance Order not performed. The Contractor's compensation resulting from the termination will not exceed the unpaid balance of the Contractor's compensation under the applicable Maintenance Order. In the event the parties cannot agree, the final determination will be made in accordance with the dispute resolution provisions of this Master Agreement.

**14.2** If the Contractor (1) fails at any time to perform any of its obligations under a Maintenance Order; (2) becomes insolvent or makes an assignment for the benefit of creditors; (3) files or becomes subject to receivership or reorganization or bankruptcy proceedings; or (4) otherwise materially breaches a Maintenance Order, the University may, in addition to any other rights or remedies available to the University, terminate this Master Agreement and the applicable Maintenance Order upon *seven (7) days'* written notice to the Contractor. Such termination will be deemed a termination for cause.

**14.3** The University may, at its option and at any time, suspend the Contractor's performance of all or any portion of Work. The University will give the Contractor notice of any such suspension, including the scope of the suspension and the University's estimate of the duration of such suspension. During the period of suspension, the Contractor will use its best efforts to minimize costs associated with such suspension and to protect and maintain the Work. Upon receipt of the University's notice to resume the suspended performance, the Contractor will immediately resume performance to the extent required in such notice.

#### **ARTICLE 15**

#### **DISPUTE RESOLUTION**

**15.1** All claims, demands, or assertions by one of the parties seeking, as a matter of right, adjustment or interpretation of this Master Agreement and/or a Maintenance Order's terms and conditions, payment of money, extension of time, or other relief, direct or indirect, arising out of or relating to this Master Agreement and/or a Maintenance Order or breach thereof, will be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise:

**15.1.1** The Contractor will submit a written notice of any claim to the University within *fourteen (14) days* of the occurrence of the event giving rise to such claim.

**15.1.2** Within *fourteen (14) days* of the notice of claim, the Contractor will provide the University with a written claim that includes a clear description of the event(s) leading to or causing the claim. The claim will be deemed to include all changes, direct and/or indirect, in cost and in time to which the Contractor is entitled and may not contain reservations of rights without the University's written approval; any such unapproved reservations of rights will be without effect.

**15.1.3** All notices and claims will be made in writing and delivered to the University's designated representative specified in the applicable Maintenance Order, with a copy to the University's designated representative specified in the Master Agreement (if different). The effective date of any notice or claim will be the date on which it is delivered to the addressee.

**15.1.4** Any notice of a claim and claim must be made pursuant to and in strict accordance with the foregoing requirements. Failure to comply with these requirements will constitute waiver of the claim. No act, omission, or knowledge, actual or constructive, of the University or its representatives will in any way be deemed to be a waiver of the requirement for timely written notice and a timely written claim unless the University and the Contractor sign an explicit, unequivocal written waiver. The fact that the University and the Contractor may continue to discuss or negotiate a claim that has or may have been defective or untimely under the Maintenance Order will not constitute waiver of the provisions of the Maintenance Order.

**15.2** Any claim arising out of or related to this Master Agreement and/or a Maintenance Order will be subject to mediation as a binding condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver. A request for mediation will be provided in writing and the parties will promptly attempt to mutually agree upon a mediator. If the parties do not reach agreement on a mediator within *thirty (30) days* of a request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation will be in accordance with the American Arbitration Association (or other agreed service) rules currently in effect.

**15.2.1** Participating parties in the mediation will share the mediator's fee and any filing fees equally. The mediation will be held in Pullman, Washington, unless another location is mutually agreed upon. Representatives of other parties in interest, such as insurers, will also attend the mediation session. All unresolved claims will be considered at a single mediation session.

**15.3** Any claim or dispute not resolved by mediation will be resolved by litigation in the Superior Court for Whitman County.

**15.4** The parties will diligently carry on their respective obligations and responsibilities and maintain the schedule for the Work during any dispute resolution proceedings, unless otherwise agreed by both parties in writing.

**15.5** The University and the Contractor waive claims against each other for consequential damages arising out of or relating to the Master Agreement and any Maintenance Orders issued hereunder. This mutual waiver includes damages incurred by the University for loss of income, loss of profit, and for loss of management and employee productivity. This mutual waiver includes damages incurred by the Contractor for principal and home office overhead and expenses including but not limited to the compensation of personnel stationed there, for losses of financing, business, and reputation, for losses on other projects, for loss of management or employee productivity, and for interest or financing costs. This mutual waiver is applicable to all consequential damages of any cause, including without limitation due to either party's termination. However, nothing contained in this Section will be deemed to preclude the Contractor's obligation to indemnify the University for damages claimed by a third party.

## **ARTICLE 16**

### **INTELLECTUAL PROPERTY**

**16.1** The Contractor will defend, at the Contractor's expense, all suits, actions, or proceedings in which the University, its successors, assigns, or end users, are made defendants for actual or alleged infringement of any U.S. or foreign patent, copyrights, or trademarks resulting from the use or purchase of any Goods furnished under this Master Agreement, and the Contractor will pay or discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceeding against such defendants therein.

**16.2** All drawings, specifications and other documents and electronic data furnished by the Contractor to the University under this Contract ("Work Product") (if applicable) are deemed to be instruments of service, and the Contractor will retain all ownership rights, including any copyrights. Upon execution of this Master Agreement, the Contractor will automatically grant the University a nonexclusive license to use, reproduce, and make changes, corrections, or additions to, the Contractor's Work Product, without additional cost, for purposes of constructing, using, maintaining, altering, modernizing and adding to University facilities.

## **ARTICLE 17**

### **MISCELLANEOUS PROVISIONS**

**17.1** This Master Agreement and any Maintenance Orders issued hereunder will be governed by the laws of the State of Washington, without regard to its choice of law provisions.

**17.2** The Contractor will, at its sole expense, comply with all applicable federal, state, and local laws, government rules, regulations, requirements, and ordinances which may now or hereafter be in force, relating to the Work. All Work performed will satisfy any applicable

requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act in effect at the time of delivery. The Contractor will follow all applicable University policies and procedures, including, but not limited to, the prohibition of tobacco, drugs, alcohol, and weapons on University property.

**17.3** The Contractor will not let, assign or transfer this Master Agreement or a Maintenance Order, or any interest in it, including claims thereunder, without the written consent of the University. Any delegation, subletting or assignment by operation of law or otherwise, of all or any portion of the obligations to be performed by the Contractor without the prior written consent of the University will be void.

**17.4** The University is an equal opportunity employer. The Contractor will comply with all local, state, and federal laws prohibiting discrimination with regard to race, creed, color, sexual orientation, national origin, sex, marital status, age, or the presence of any sensory, mental, or physical handicap. The Contractor understands that discrimination in public accommodation based solely on a disability is prohibited. The Contractor further understands and agrees that its own compliance with nondiscrimination laws is a condition precedent to its rights under this Master Agreement and that violation of said laws may result in termination.

**17.5** Terms in the Master Agreement and/or a Maintenance Order addressing warranties, correction of Work, dispute resolution, work product, insurance, records, and indemnification will survive the termination, cancellation or expiration of this Master Agreement and any Maintenance Orders issued hereunder.

**17.6** If for any reason one or more provisions of the Master Agreement or a Maintenance Order are held to be invalid, void, illegal or unenforceable, the other provisions of the applicable agreement will not be affected and will continue to maintain their validity, and the Master Agreement or Maintenance Order, as applicable, will be construed as if the invalid, void, illegal or unenforceable provision had never been a part of the agreement.

**17.7** Neither the Contractor nor any person or entity utilized or employed under this Master Agreement will be ineligible, debarred, or suspended from contracting with the State of Washington. The Contractor will notify the University of any change to suspension or debarment status at any time during the life of this Master Agreement.

**17.8** The Contractor warrants and guarantees that title to the Work (including any goods furnished as part of the Work) will pass to the University, free and clear of all liens, no later than the time of payment.

**17.9** The Contractor shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, and other tangible and electronic data and evidence relating to performance of the Work ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of this Master Agreement and the Maintenance Order. The Contractor shall preserve such records for a period of *three (3) years*

following completion of the Work. Within *seven (7) days* of the University's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and

reproduction (including electronic reproduction) by the University or its representatives.

End of Section

Sample



## MAINTENANCE ORDER BETWEEN UNIVERSITY AND CONTRACTOR

Washington State University Master Maintenance Agreement Between University and Contractor

### Master Maintenance Agreement No. Elevator Maintenance and Repair Effective as of [Insert] ("Master Agreement").

#### Maintenance Order Information

Maintenance Order Number: [Insert] Maintenance Order Effective Date: [Insert]

#### Maintenance Order Title:

##### University

Washington State University  
c/o Facilities Services, Capital  
P.O. Box 641150  
Pullman, WA 99164-1150

##### Contractor

[Insert]

UBI No.:

#### Scope of Work

Contractor shall submit all invoices to [fs.accounting@wsu.edu](mailto:fs.accounting@wsu.edu).

(Scope is intended to include the first year of performance in maintaining the Pullman, Spokane, Tri-Cities and Puyallup Elevators)

The Contractor will perform the Work detailed above in accordance with the Terms and Conditions of the Master Agreement, this Maintenance Order, the Request for Proposals, Contractor's Proposal and any specific requirements detailed herein.

**Project Site(s):** Pullman, Spokane, Tri-Cities and Puyallup Campuses.

#### Schedule

Date of Commencement: [Insert] Completion Date: [Insert]

#### Contractor's Compensation

(Specify method of compensation and, if applicable, refer to Attachment A for detailed fee breakdown. Specify whether compensation is inclusive of Washington State Sales Tax (WSST).)

☐ Lump Sum:

☐ Hourly, Not-to-Exceed:

If applicable, the Contractor's hourly rates will be identified in Attachment A. If not identified, all Contractor rates will be subject to the University's approval.

#### University's Maintenance Order Representative

Name: [Insert] Work Phone #: [Insert] Cell Phone #: [Insert]

E-mail: [Insert]

#### Contractor's Maintenance Order Representative

Name: [Insert] Work Phone #: [Insert] Cell Phone #: [Insert]

E-mail: [Insert]

#### Other

(List any special terms and conditions and/or modifications to the terms of the Master Agreement related to the Work. i.e. specifications for renovation work, payment and performance bond requirements for repair work, whether retainage applies to the scope of work and contracts will issue a retainage option)

form for the Maintenance Order.)

*This Maintenance Order is executed pursuant to the Terms and Conditions of the Master Agreement identified herein.*

University (Signature)

Printed Name:

Title:

Date:

Contractor (Signature)

Printed Name:

Title:

Date: