



BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
700 5th Avenue, Suite #4112
PO Box 94687
Seattle, WA 98124-4687

Blanket Contract # 0000001732	Date 10/29/12	Change Order 2
Payment Terms N/A	Freight Terms N/A	
Buyer: David Stubblefield	FAX: 206-233-5155	Phone: 206-684-8310

Vendor #: 0000192380
RE Sources / The Re Store
1440 NW 52nd ST.
Seattle, WA 98107

Contact: Pat Finn
Phone #: 206-297-7290
Fax #: 206-297-7260
E-mail: patf@re-store.org
Internet: www.re-store.org

Ship To:
N/A

Bill To:
N/A

RE Sources /The Re-Store is awarded a no cost contract for the Collection of Surplus Waste Building Materials at Locations within the City of Seattle as designated by City Departments and in accordance with contract titled "Contract for Waste Building Material Removal" attachment #1.

Contract Period: 11/10/05 - 11/30/10

Change Order #1: 12/01/10 – 11/30/12 issued 10/25/10 to extend and update buyer information.

Change Order #2: 12/01/12 - 11/30/14 issued 10/29/12 to extend and update buyer information.

Orders shall be placed by CITY DEPARTMENTS.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice.

Continuation of this contract is contingent upon maintenance of insurance as indicated, and in accordance with "Insurance Requirements", in your receipt.

Per telecon 10/29/12, C. Atwood/Pat Finn

In all other respects this contract remains the same.

Authorized Signature/Date

David Stubblefield 11/2/12



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Blanket Contract # 0000001732	Date 10/25/10	Change Order 1
Payment Terms N/A	Freight Terms N/A	
Buyer: Sharon Rothwell	FAX: 206-233-5155	Phone: 206-684-8310

Vendor #: 0000192380
RE Sources / The Re Store
1440 NW 52nd ST.
Seattle, WA 98107

Contact: Pat Finn
Phone #: 206-297-7290
Fax #: 206-297-7260
E-mail: patf@re-store.org
Internet: www.re-store.org

Ship To:

N/A

Bill To:

N/A

RE Sources /The Re-Store is awarded a no cost contract for the Collection of Surplus Waste Building Materials at Locations within the City of Seattle as designated by City Departments and in accordance with contract titled "Contract for Waste Building Material Removal" attachment #1.

Contract Period: 11/10/05 - 11/30/10
Change Order #1: 12/01/10 – 11/30/12

The City does not guarantee utilization of this contract. This contract is subject to cancellation upon thirty days advanced written notice.

Continuation of this contract is contingent upon maintenance of insurance as indicated, and in accordance with Insurance Requirements in your receipt.

Authorized Signature/Date

Sharon Rothwell 11/2/10

Attachment #1
Vendor Contract #0000001732
Change Order #1

City of Seattle
Contract for Waste Building Material Removal

This Contract is made and entered into by and between Seattle of Seattle ("Seattle"), a Washington municipal corporation; and RE Sources, a *corporation* of the State of Washington, and authorized to do business in the State of Washington.

Contractor Name: RE Sources/The RE Store
Name of Representative: Robyn du Pre', Executive Director, or Pat Finn, Field Crew Manager
Contractor Address: 1440 NW 52nd St, Seattle WA 98107
Contractor Phone: 206-297-9119
Contractor Fax: 206-297-7260
Contractor e-mail: robvnd@re-sources.org or patf@re-store.org

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Seattle and Contractor mutually agree as follows:

1. **Entire Agreement:** This Contract (hereafter referred to as Contract), including all attachments, amendments and subsequently issued change notices, comprises the entire agreement between the City of Seattle (Seattle) and the Contractor.
2. **Term:** 12/01/10 – 11/30/12
3. **Schedule:** Unless the City's Buyer requests a change in schedule, the Contractor shall render the services at the direction of Fleets & Facilities Department. At the City's option, Contractor's failure to timely perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
4. **Scope of Work:** The scope of work includes collection, processing and reuse of "waste building material" generated during Construction projects, demolitions and remodels. "Waste Building Materials" may also include furnishings and fixtures that would otherwise be disposed of. It is understood that no demolition work is included in this contract.
This contract covers the collection of surplus waste building materials at locations within the City of Seattle as designated by specific City departments. Designation of sites and waste building materials subject to this contract will be at the City of Seattle's sole discretion. The City and Contractor will provide each other with a list of the names of their designated representatives who can make decisions regarding any work provided under a contract.
The Contractor is a combination of three firms (The Restore, Earthwise and Second Use) working collectively, with one representative for purposes of communication and reporting.
Vendor agrees to accept from the City of Seattle selected surplus waste building materials scheduled for disposal. The City, at its sole discretion, will identify the building materials that are available for disposal that are subject to any contract awarded. Vendor will then have the discretion to choose which waste building materials it will take for recycling/reuse from those waste building materials identified by The City. Waste building material collected by the Contractor must be at least 90 percent recyclable waste. This means that 90 percent of the waste can be recovered and reused or transformed into a reusable product or put to a beneficial use. It may consist of a single type of recyclable material or a mixture of two or more types of recyclable material.
Waste building material collected by the Contractor shall be considered to be "Pure Loads of Recyclable Construction, Demolition, Land clearing Waste." At the sole approval and direction of the City's designated representative for each renovation, construction or demolition project, vendor will be asked to pick up waste building materials from City jobsites. Contractor's employees shall only pick up materials when a City employee or his designee is present on the jobsite unless other arrangements are made. Individual



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projects will operate as directed by the City of Seattle's designated representative for each project. When The City representative notifies vendor that materials are available, the Contractor will respond within 72 hours, excluding weekends, unless other arrangements are made. "Respond" means that they must either say they are not interested, or come look at the materials and make arrangements for timely removal of materials. Any waste building materials that vendor does not remove within the timeframe specified by the agreement will remain at the site and disposal of the unwanted items will be the responsibility of the City. The Contractor will provide the City with six month reports showing all recovered items, in a format agreed to by both parties. This report will describe, in general terms: Types of materials recovered; which materials were most prevalent; examples of the condition of some of the items; problems experienced by The City, if any; and suggestions for improvements. The City may distribute the information in the report in any manner that it so chooses. All reporting requirements will be by mutual agreement between the City and the Contractor.

4. **Fees and Licenses.** Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.
5. **Pricing.** Services provided under this contract are at no cost to the City.
6. **Contract Notices.** Official Contract notices shall be delivered to the following addresses (or such other address (es) as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

Sharon Rothwell
City of Seattle Purchasing and Contracting Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, it must be addressed to:

Sharon Rothwell
City of Seattle Purchasing and Contracting Services
700 5th Ave., Suite 4112
Seattle, WA 98104-5042
Phone: 206-684-4570
Fax: 206-233-5155
E-Mail: michael.mears@seattle.gov

Project work communications shall be delivered to the City Project Manager:

Pat Miller
Fleets & Facilities Department
700 5th Ave Suite 304
Phone: 206-684-0985
Fax: 206-684-9251
E-Mail: pat.miller@seattle.gov

7. **Representations.** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
8. **Independent Contractor.** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an



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employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

9. **Inspection.** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
10. **Performance.** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
11. **Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Non discrimination in providing services**

Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

Recordkeeping for Employment Actions: The Contractor shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Contractor in implementing the requirements of affirmative efforts in employment actions, and will permit access to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of affirmative efforts in employment actions.

Affirmative Efforts in Subcontracting: The Contractor shall utilize affirmative efforts to promote and encourage participation by women-owned and minority-owned businesses on subcontracting opportunities within the Vendor Contract scope of work. Contractor agrees to such efforts as a condition of this Vendor Contract. Affirmative efforts shall include those included in the Contractor's bid.

Record-Keeping for Subcontracts: The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Vendor Contract, relevant records and information necessary to document the Contractor's affirmative efforts to achieve women and minority business participation, including solutions to subcontractors and suppliers, all subcontractor and supplier proposals received, and all subcontractors or suppliers utilized under this Vendor Contract. The City shall have the right to inspect and copy such records. Additionally, the Contractor shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Contractor in implementing the requirements of affirmative efforts in subcontracting for the purposes of investigation to determine compliance with the requirements affirmative efforts in subcontracting.

Non-Discrimination in Providing Services: The Contractor shall not create barriers to open and fair opportunities for women-owned and minority-owned businesses to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, materials, equipment, and services. The Contractor shall ensure that all of its employees, particularly supervisors, are aware of and adhere to their obligations to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidate of minorities, women, and women-owned and minority-owned businesses.



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Investigation: If upon investigation, the Director of Executive Administration finds probable cause to believe that the Contractor has failed to comply with any of the requirements of this Section, the Contractor shall be so notified in writing. The Director of Executive Administration shall give the Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Executive Administration still finds probable cause, he/she may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.

Sanctions for Violation: Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Vendor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

12. **Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee. Given that the Contractor is in the business of selling materials and therefore, must advertise, it is understood that Contractor will, at times, need to mention age and type of structure where materials came from, but will not mention the City, or specific source of City materials, without prior approval.

13. **Proprietary and Confidential Information:**

Contractor's Understanding and Obligations:

1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.17. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.
2. Contractor must separate and clearly mark as "proprietary" all records related to this Agreement or the performance of this Agreement that the Contractor believes are exempt from disclosure. The Contractor is familiar with potentially-applicable public-disclosure exemptions and the limits of those exemptions, and will mark as "proprietary" only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.
3. If Seattle notifies the Contractor under Paragraph B 2 of a public disclosure request, and the Contractor believes records are exempt from disclosure, it is the Contractor's responsibility to make determination and pursue a lawsuit under RCW 42.17.330 to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor's discretionary decision whether to file the lawsuit.
4. If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.
5. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.
6. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

The City's Obligations

1. The City will disclose those parts of records the Contractor has marked as "proprietary" information to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the Contractor has given the City

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express advance written permission to disclose the records. "Authorized persons" means those City officers, employees, contractors and consultants for whom the proprietary information is necessary to perform their duties or obligations to the City. The term "proprietary information" does not include ideas, concepts, know-how or techniques related to any information that, at the time of disclosure, is in the public domain, unless the entry of that information into the public domain is a result of a breach of this Agreement.

2. If the City receives a public disclosure request for records that the Contractor has marked as "proprietary" information, the City may promptly notify the Contractor of the request. The City may postpone disclosing these records for ten business days after it has sent notification to the Contractor, in order to allow the Contractor to file a lawsuit under RCW 42.17.330 to enjoin disclosure. It is the Contractor's discretionary decision whether to file the lawsuit.
 3. If the City has notified the Contractor of a public disclosure request, and the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.
 4. The City has no other obligations concerning records the Contractor has marked as "proprietary information" under this Agreement. The City has no obligation to claim any exemption from disclosure. The City is not obligated or liable to the Contractor for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.
14. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
15. **Insurance:** Should the City not provide any insurance requirements to the contrary within the solicitation and/or attached, the following requirements shall be in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:
- (1) **Commercial General Liability** insurance, including premises/operations, products/completed operations, personal/advertising injury, contractual liability, fire legal/tenant liability, stop gap/employer's liability and independent contractors liability; (2) if any vehicle, watercraft or aircraft is used in the performance of this Purchase Order/Vendor Contract, of a minimum of \$1,000,000 per occurrence;
 - (2) **Automobile Liability, Watercraft Liability and/or Aircraft Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles, watercraft and aircraft, as appropriate of a minimum of \$500,000 per occurrence; and
 - (3) **Worker's Compensation ("Industrial Insurance")** as required by Title 51 of the Revised Code of Washington.
 - (4) The insurance as provided under items (1) and (2) above shall include by endorsement the City of Seattle as an additional insured (as respects item (1), per ISO form CG 20 10 or CG 20 26 or equivalent additional insured endorsement wording, or equivalent blanket additional insured policy wording) and such additional insured status for the City shall apply as respects the full limits of all valid and collectible Automobile Liability, Watercraft Liability and/or Aircraft Liability insurance, whether primary, excess, contingent, or otherwise; shall be primary insurance as respects the City, and any other insurance or self-insurance maintained by the City shall be excess and non-contributory with the Contractor's insurance; and, shall be placed with insurers with not less than an A- VII A.M. Best's rating unless insurance has been procured under the provisions of chapter 48.15 RCW (Unauthorized "Surplus Lines" Insurers). It is specifically agreed that the insurance requirements in this section 2.18 shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor and that no Contractor's insurer shall assert the right to invoke any such limitation.



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- (5) Contractor shall not be required to provide evidence of insurance, unless required to do so under the solicitation or as otherwise required by the City Buyer, and should additional insurance requirements (including but not limited to higher limits of liability) be specified in the solicitation or otherwise are attached, those requirements shall apply.
16. **Audit.** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.
17. **Contractual Relationship.** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.
18. **Supervision and Coordination.** Contractor shall:
- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
 - Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor. ** Would like to have one representative for communication purposes between three companies.
 - Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.
19. **Compliance with Law:**
- General Requirement:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- Taxes:** The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
20. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
21. **OSHA/WISHA.** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.



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22. **Adjustments:** The City's Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
23. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document issued by the City Buyer. The City Buyer may issue an Amendment to expand this contract to include related items normally offered by the vendor, or for other contract changes required by the City.
24. **Assignment and Subcontracting:** Contractor shall not assign or subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
25. **Involvement of Former City Employees:** Contractor shall promptly notify Seattle in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. Contractor shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who was a City officer or employee within the past twelve (12) months; and as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.
26. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
27. **No Conflict of Interest:** Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
28. **Gratuities:** Contractor shall not directly or indirectly give, pay, deliver, or perform, or agree to arrange to give, pay, deliver or perform, any gratuity, gift, bonus, donation or discount of any kind, in the form of goods, services, or any other thing of value for any purpose, at any time, to any person employed by the City that is intended, or that reasonably may be seen to be intended, to benefit the Contractor by way of award, administration, or in any other way to influence the contract or any future contract. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
29. **Intellectual Property Rights.**
Patents: Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.
- Copyrights:** For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this



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Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Seattle in connection with the performance of the Work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

30. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.
31. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
32. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
33. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
34. **Applicable Law:** This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
35. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
36. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.
37. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

Disputes: Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Termination:

For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any terms of this Contract, and such breach



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has not been corrected to Seattle's reasonable satisfaction in a timely manner.

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

38. Force Majeure – Suspension and Termination.

In the event that either party is unable to perform any of its material obligations under this Agreement because of a natural disaster or action or decree of a superior governmental body (hereinafter referred to as a "Force Majeure Event" or "Event"), the party that has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance.

Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

- 39. Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters when the City has activated its Emergency Operations Center and the Contractor has been given notice by the City that such activation has occurred. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for



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items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

40. **Debarment:** In accordance with SMC Ch. 20.70, the Director of Executive Administration or designee may debar a Vendor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:
- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
 - 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
 - 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
 - 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
 - 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
 - 6) Contractor colluded with another contractor to restrain competition.
 - 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
 - 8) Contractor failed to cooperate in a City debarment investigation.
 - 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

41. **Recycled Product Requirements:** Whenever practicable, Contractor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents submitted to the City. Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Contractors are to use 100% post consumer recycled content, chlorine-free paper in such products that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in business they conduct with and for the City. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.
42. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending



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receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question

43. **Miscellaneous Provisions.**

- A. **Amendments:** The Parties hereto reserve the right to make amendments or modifications to this Contract by written Contract signed by an authorized representative of each party. No modification of this Contract shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. **Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- D. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- E. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- F. **Severability:** If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- G. **Waiver:** No term or condition or breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither acceptance by Seattle of Contractor performance nor payment to Contractor for any portion of Work, shall constitute a waiver by Seattle of the breach or default of any term or condition unless expressly agreed to by Seattle in writing.
- H. **Entire Contract:** This Contract, including all Appendices, Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the Contractor. No verbal agreement or conversation between any officer, agent, associate or employee of Seattle and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.
- I. **Attorneys' Fees:** Subject to the indemnification provisions set forth in this Contract, if any action or suit is brought with respect to a matter or matters covered by this Contract, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.
- J. **Authority:** Each party represents that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and shall be bound by it.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

RE Sources

City of Seattle, Purchasing Services

By


Bob Ferrel

By



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[Signature] 9/30/10
Signature Date

Bob Ferer

(Printed Name)

Executive Director

Title

[Signature] 10/25/10
Signature Date

Sharon Rothwell

Senior Buyer

Washington State Unified Business Identifier Number (UBI):

Federal Tax ID Number:





The City of Seattle
PURCHASING SERVICES
700 – 5th Ave Suite 4112
Seattle, WA 98124-4687

VENDOR CONTRACT

Vendor Contract # 0000001732	Date 11/30/05	Change Order #
Payment Terms NA	Freight Terms NA	
Buyer: Michael Mears	FAX: 206-233-5155	Phone: 206-684-4570

Vendor #: 0000192380
RE SOURCES/THE RE STORE
1440 NW 52nd St
Seattle, WA 98107

Contact: Pat Finn
Phone #: 206-297-9119
Fax #: 206-297-7260
E-Mail: patf@re-store.org
Internet: www.re-store.org

Ship To: NA
Bill To: NA

RE SOURCES/THE RE STORE is awarded a no cost contract for the COLLECTION OF SURPLUS WASTE BUILDING MATERIALS AT LOCATIONS WITHIN THE CITY OF SEATTLE as designated by City Departments and in accordance with contract titled "Contract for Waste Building Material Removal", attachment #1.

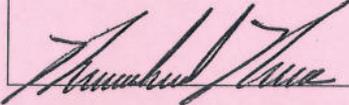
Contract Period: 11/10/05 through 11/30/10

Orders shall be placed by CITY DEPARTMENTS.

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice.

Continuation of this contract is contingent upon maintenance of insurance as indicated, and in accordance with "Insurance Requirements", in your receipt. Current documents on file with Purchasing Services indicate policy expires 9/20/06 for General Liability and 7/26/06 for Automobile Liability.

If prompt delivery/service of contract materials cannot be effected, please notify Michael Mears, Purchasing Services at 206-684-4570 or michael.mears@seattle.gov

Authorized Signature/Date
 11-30-05

City of Seattle
Contract for Waste Building Material Removal

This Contract is made and entered into by and between Seattle of Seattle ("Seattle"), a Washington municipal corporation; and RE Sources (Contractor Name), a corporation of the State of Washington, and authorized to do business in the State of Washington.

Contractor Name: RE Sources/The RE Store
Name of Representative: Robyn du Pré, Executive Director, or Pat Finn, Field Crew Manager
Contractor Address: 1440 NW 52nd Street, Seattle, WA
Contractor Phone: 206-297-9119
Contractor Fax: 206-297-7260
Contractor e-mail: patf@re-store.org

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Seattle and Contractor mutually agree as follows:

1. **Entire Agreement:** This Contract (hereafter referred to as Contract), including all attachments, amendments and subsequently issued change notices, comprises the entire agreement between the City of Seattle (Seattle) and the Contractor.
2. **Term:** 11/10/05 to 11/30/10
3. **Schedule:** Unless the City's Buyer requests a change in schedule, the Contractor shall render the services at the direction of Fleets & Facilities Department. At the City's option, Contractor's failure to timely perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
4. **Scope of Work:** The scope of work includes collection, processing and reuse of "waste building material" generated during Construction projects, demolitions and remodels. "Waste Building Materials" may also include furnishings and fixtures that would otherwise be disposed of. It is understood that no demolition work is included in this contract. This contract covers the collection of surplus waste building materials at locations within the City of Seattle as designated by specific City departments. Designation of sites and waste building materials subject to this contract will be at the City of Seattle's sole discretion. The City and Contractor will provide each other with a list of the names of their designated representatives who can make decisions regarding any work provided under a contract. The Contractor is a combination of three firms (The Restore, Earthwise and Second Use) working collectively, with one representative for purposes of communication and reporting. Vendor agrees to accept from the City of Seattle selected surplus waste building materials scheduled for disposal. The City, at its sole discretion, will identify the building materials that are available for disposal that are subject to any contract awarded. Vendor will then have the discretion to choose which waste building materials it will take for recycling/reuse from those waste building materials identified by The City. Waste building material collected by the Contractor must be at least 90 percent recyclable waste. This means that 90 percent of the waste can be recovered and reused or transformed into a reusable product or put to a beneficial use. It may consist of a single type of recyclable material or a mixture of two or more types of recyclable material. Waste building material collected by the Contractor shall be considered to be "Pure Loads of Recyclable Construction, Demolition, Land clearing Waste." At the sole approval and direction of the City's designated representative for each renovation, construction or demolition project, vendor will be asked to pick up waste building materials from City jobsites. Contractor's employees shall only pick up materials when a City employee or his designee is present on the jobsite unless other arrangements are made. Individual projects will operate as directed by the City of Seattle's designated representative for each project. When The City representative notifies vendor that materials are available, the Contractor will respond within 72 hours, excluding weekends, unless other arrangements are made. "Respond" means that they must either say they are not interested, or come look at the materials and make arrangements for timely removal of materials. Any waste building materials that vendor does not remove within the timeframe



Vendor Contract #

specified by the agreement will remain at the site and disposal of the unwanted items will be the responsibility of the City. The Contractor will provide the City with six month reports showing all recovered items, in a format agreed to by both parties. This report will describe, in general terms: Types of materials recovered; which materials were most prevalent; examples of the condition of some of the items; problems experienced by The City, if any; and suggestions for improvements. The City may distribute the information in the report in any manner that it so chooses. All reporting requirements will be by mutual agreement between the City and the Contractor.

4. **Fees and Licenses.** Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.
5. **Pricing.** Services provided under this contract are at no cost to the City.
6. **Contract Notices.** Official Contract notices shall be delivered to the following addresses (or such other address (es) as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

Michael Mears
City of Seattle Purchasing and Contracting Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, it must be addressed to:

Michael Mears
City of Seattle Purchasing and Contracting Services
700 5th Ave., Suite 4112
Seattle, WA 98104-5042
Phone: 206-684-4570
Fax: 206-233-5155
E-Mail: michael.mears@seattle.gov

Project work communications shall be delivered to the City Project Manager:

Pat Miller
Fleets & Facilities Department
700 5th Ave Suite 304
Phone: 206-684-0985
Fax: 206-684-9251
E-Mail: pat.miller@seattle.gov

7. **Representations.** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
8. **Independent Contractor.** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.
9. **Inspection.** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.



10. Performance. Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

11. Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Non discrimination in providing services

Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

Recordkeeping for Employment Actions: The Contractor shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Contractor in implementing the requirements of affirmative efforts in employment actions, and will permit access to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Executive Administration for the purposes of investigation to determine compliance with the requirements of affirmative efforts in employment actions.

Affirmative Efforts in Subcontracting: The Contractor shall utilize affirmative efforts to promote and encourage participation by women-owned and minority-owned businesses on subcontracting opportunities within the Vendor Contract scope of work. Contractor agrees to such efforts as a condition of this Vendor Contract. Affirmative efforts shall include those included in the Contractor's bid.

Record-Keeping for Subcontracts: The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Vendor Contract, relevant records and information necessary to document the Contractor's affirmative efforts to achieve women and minority business participation, including solutions to subcontractors and suppliers, all subcontractor and supplier proposals received, and all subcontractors or suppliers utilized under this Vendor Contract. The City shall have the right to inspect and copy such records. Additionally, the Contractor shall furnish to the Director of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative action taken by the Contractor in implementing the requirements of affirmative efforts in subcontracting for the purposes of investigation to determine compliance with the requirements affirmative efforts in subcontracting.

Non-Discrimination in Providing Services: The Contractor shall not create barriers to open and fair opportunities for women-owned and minority-owned businesses to participate in any City contract and to obtain or compete for contracts and subcontracts as sources of supplies, materials, equipment, and services. The Contractor shall ensure that all of its employees, particularly supervisors, are aware of and adhere to their obligations to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidate of minorities, women, and women-owned and minority-owned businesses.

Investigation: If upon investigation, the Director of Executive Administration finds probable cause to believe that the Contractor has failed to comply with any of the requirements of this Section, the Contractor shall be so notified in writing. The Director of Executive Administration shall give the Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Executive Administration still finds probable cause, he/she may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.

Sanctions for Violation: Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Vendor Contract and by applicable law. In the event the

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Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

12. **Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee. Given that the Contractor is in the business of selling materials and therefore, must advertise, it is understood that Contractor will, at times, need to mention age and type of structure where materials came from, but will not mention the City, or specific source of City materials, without prior approval.

13. Proprietary and Confidential Information:

Contractor's Understanding and Obligations:

1. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.17. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.
2. Contractor must separate and clearly mark as "proprietary" all records related to this Agreement or the performance of this Agreement that the Contractor believes are exempt from disclosure. The Contractor is familiar with potentially-applicable public-disclosure exemptions and the limits of those exemptions, and will mark as "proprietary" only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.
3. If Seattle notifies the Contractor under Paragraph B 2 of a public disclosure request, and the Contractor believes records are exempt from disclosure, it is the Contractor's responsibility to make determination and pursue a lawsuit under RCW 42.17.330 to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor's discretionary decision whether to file the lawsuit.
4. If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.
5. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor's obligations under this Agreement.
6. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

The City's Obligations

1. The City will disclose those parts of records the Contractor has marked as "proprietary" information to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the Contractor has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers, employees, contractors and consultants for whom the proprietary information is necessary to perform their duties or obligations to the City. The term "proprietary information" does not include ideas, concepts, know-how or techniques related to any information that, at the time of disclosure, is in the public domain, unless the entry of that information into the public domain is a result of a breach of this Agreement.
2. If the City receives a public disclosure request for records that the Contractor has marked as "proprietary" information, the City may promptly notify the Contractor of the request. The City may postpone disclosing these records for ten business days after it has sent notification to the Contractor, in order to allow the Contractor to file a lawsuit under RCW 42.17.330 to enjoin disclosure. It is the Contractor's discretionary decision whether to file the lawsuit.
3. If the City has notified the Contractor of a public disclosure request, and the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.



4. The City has no other obligations concerning records the Contractor has marked as "proprietary information" under this Agreement. The City has no obligation to claim any exemption from disclosure. The City is not obligated or liable to the Contractor for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.
14. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
15. **Insurance:** Should the City not provide any insurance requirements to the contrary within the solicitation and/or attached, the following requirements shall be in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:
- (1) **Commercial General Liability** insurance, including premises/operations, products/completed operations, personal/advertising injury, contractual liability, fire legal/tenant liability, stop gap/employer's liability and independent contractors liability; (2) if any vehicle, watercraft or aircraft is used in the performance of this Purchase Order/Vendor Contract, of a minimum of \$1,000,000 per occurrence;
 - (2) **Automobile Liability, Watercraft Liability and/or Aircraft Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles, watercraft and aircraft, as appropriate of a minimum of \$500,000 per occurrence; and
 - (3) **Worker's Compensation** ("Industrial Insurance") as required by Title 51 of the Revised Code of Washington.
 - (4) The insurance as provided under items (1) and (2) above shall include by endorsement the City of Seattle as an additional insured (as respects item (1), per ISO form CG 20 10 or CG 20 26 or equivalent additional insured endorsement wording, or equivalent blanket additional insured policy wording) and such additional insured status for the City shall apply as respects the full limits of all valid and collectible Automobile Liability, Watercraft Liability and/or Aircraft Liability insurance, whether primary, excess, contingent, or otherwise; shall be primary insurance as respects the City, and any other insurance or self-insurance maintained by the City shall be excess and non-contributory with the Contractor's insurance; and, shall be placed with insurers with not less than an A- VII A.M. Best's rating unless insurance has been procured under the provisions of chapter 48.15 RCW (Unauthorized "Surplus Lines" Insurers). It is specifically agreed that the insurance requirements in this section 2.18 shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor and that no Contractor's insurer shall assert the right to invoke any such limitation.
 - (5) Contractor shall not be required to provide evidence of insurance, unless required to do so under the solicitation or as otherwise required by the City Buyer, and should additional insurance requirements (including but not limited to higher limits of liability) be specified in the solicitation or otherwise are attached, those requirements shall apply.
16. **Audit.** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.
17. **Contractual Relationship.** The relationship of Contractor to Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.

18. **Supervision and Coordination.** Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor. ** Would like to have one representative for communication purposes between three companies.
- Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

19. **Compliance with Law:**

General Requirement: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

20. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

21. **OSHA/WISHA.** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

22. **Adjustments:** The City's Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

23. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document issued by the City Buyer. The City Buyer may issue an Amendment to expand this contract to include related items normally offered by the vendor, or for other contract changes required by the City.

24. **Assignment and Subcontracting:** Contractor shall not assign or subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Seattle's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

25. **Involvement of Former City Employees:** Contractor shall promptly notify Seattle in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. Contractor shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who was a City officer or employee within the past twelve (12) months; and as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.



26. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
27. **No Conflict of Interest:** Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
28. **Gratuities:** Contractor shall not directly or indirectly give, pay, deliver, or perform, or agree to arrange to give, pay, deliver or perform, any gratuity, gift, bonus, donation or discount of any kind, in the form of goods, services, or any other thing of value for any purpose, at any time, to any person employed by the City that is intended, or that reasonably may be seen to be intended, to benefit the Contractor by way of award, administration, or in any other way to influence the contract or any future contract. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
29. **Intellectual Property Rights.**
Patents: Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.
- Copyrights:** For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Seattle in connection with the performance of the Work, shall be promptly delivered to Seattle.
- Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.
30. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.
31. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
32. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.



Vendor Contract #

33. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.
34. **Applicable Law:** This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.
35. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
36. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.
37. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

Disputes: Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Termination:

For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any terms of this Contract, and such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the



same rights to use these materials as if termination had not occurred.

38. **Force Majeure – Suspension and Termination.**

In the event that either party is unable to perform any of its material obligations under this Agreement because of a natural disaster or action or decree of a superior governmental body (hereinafter referred to as a "Force Majeure Event" or "Event"), the party that has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance.

Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

39. **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters when the City has activated its Emergency Operations Center and the Contractor has been given notice by the City that such activation has occurred. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

40. **Debarment:** In accordance with SMC Ch. 20.70, the Director of Executive Administration or designee may debar a Vendor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) Contractor colluded with another contractor to restrain competition.
- 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) Contractor failed to cooperate in a City debarment investigation.
- 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.



Vendor Contract #

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

41. **Recycled Product Requirements:** Whenever practicable, Contractor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents submitted to the City. Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Contractors are to use 100% post consumer recycled content, chlorine-free paper in such products that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in business they conduct with and for the City. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.
42. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question

43. **Miscellaneous Provisions.**

- A. **Amendments:** The Parties hereto reserve the right to make amendments or modifications to this Contract by written Contract signed by an authorized representative of each party. No modification of this Contract shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. **Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- D. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- E. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- F. **Severability:** If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- G. **Waiver:** No term or condition or breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither acceptance by Seattle of Contractor performance nor payment to Contractor for any portion of Work, shall constitute a waiver by Seattle of the breach or default of any term or condition unless expressly agreed to by Seattle in writing.
- H. **Entire Contract:** This Contract, including all Appendices, Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the Contractor. No verbal agreement or conversation between any officer, agent, associate or employee of Seattle and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.
- I. **Attorneys' Fees:** Subject to the indemnification provisions set forth in this Contract, if any action or suit is brought with respect to a matter or matters covered by this Contract, each party shall be responsible for all its own costs and expenses incident to such proceedings, including reasonable attorneys' fees.



Vendor Contract #

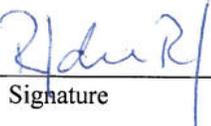
incident to such proceedings, including reasonable attorneys' fees.

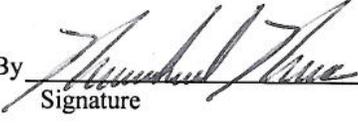
J. Authority: Each party represents that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and shall be bound by it.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

(Contractor)

City of Seattle, Purchasing Services

By  4/07/05
Signature Date

By  11-30-05
Signature Date

Robyn du Pré
(Printed Name)

Michael Mears

Executive Director
Title

Senior Buyer

Washington State Unified Business Identifier Number (UBI): 600 554 827

Federal Tax ID Number: 91-1243957



BLANKET CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 – Fifth Avenue., Suite 4112
 PO Box 94687
 Seattle, WA 98124-4687

Blanket Contract # 0000001742		Date 12/3/2014	Change Order # 15
Payment Terms Net 30	Freight Terms NA		
Buyer: Sara Schutt	FAX: 206-233-5155	Phone: 206-684-0456	

Vendor #0000001742
 NW CENTER INDUSTRIES
 7272 WEST MARGINAL WAY SOUTH
 PO BOX 80827
 SEATTLE, WA 98108

Contact: MICHAEL LESLIE
 Phone #: 206-378-6363
 Cell 206-963-3926
 Fax #: 206-764-8291
 E-mail mleslie@nwcenter.org

Ship To:

SEE BELOW

Bill To:

SEE BELOW

NW CENTER was awarded a contract for providing the City of Seattle, Police Department with JANITORIAL SERVICE, per Attachment #1, specifications, Attachment #2, terms and conditions and Attachment #3; To use the current prevailing wages download the rates, go to <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy is available for viewing in City Purchasing Office. Upon request, a hard copy may be sent to you.

The locations are for the following locations; Harbor Patrol, K-9 Location, North Precinct (Meridian Center) Mounted Patrol, North Precinct, South Precinct & DoIT Communication Shop. This was not competitively bid due to this vendor being a sheltered workshop and exempt from bidding.

The original term of the contract was 12/1/05 – 11/30/06, with additional options to extend.

- Change Order #1, issued 1/18/06 to reflect increase in Prevailing Wage Rates.
- Change Order #2, issued 8/21/06 to delete a location from contract, specifically East Precinct, which has been replaced with Eastside Commercial Building Maintenance, # 1785.
- Change Order #3 issued 10/24/06, to reflect increase in prevailing wage rates, revised specifications, adding Meridian Center, (North Precinct Office) and deleting all landscaping specifications from the contract. Prevailing wage language has also been changed.
- Change Order #4, issued to extend contract through 11/30/08.
- Change Order #5, issued on 8/8/07, to extend contract through 11/30/2012.

Authorized Signature/Date

Pam Skene 12/3/14

12/3/2014

- Change Order #6, issued on 10/12/07, to increase per the current prevailing wage rates, requested by Northwest Center.

Change Order #7, issued to require all janitorial cleaning shall be done with Green Seal approved products or other certification acceptable to the city. This includes all cleaning and janitorial work done at all locations for the City of Seattle. The web site for Green Seal is: <http://www.green Seal.org/findaproduct/index.cfm>

Change Order #8, issued on 9/15/09, to increase per the current prevailing wage rates, requested by Northwest Center on 8/20/2009, via e-mail.

Change Order #9, issued on 9/14/2010, to increase per the current prevailing wage rates, requested by Northwest Center on 9/7/2010.

Change Order #10, issued to extend contract through 8/1/2013, to allow time to rebid requirement. The contract may be awarded per the rebid at any time before the expiration date.

Change Order #11, issued to increase per the change in prevailing wage rates.

Change Order #12, issued to extend contract through 8/1/2014, to allow time to rebid requirement. The contract may be bid and awarded per the rebid at any time before the expiration date.

Change Order #13, issued on 11/12/2013, to increase per the current prevailing wage rates, requested by Northwest Center on 11/01/2013. Pricing effective 12/01/2013.

Change Order #14, issued to extend contract through 8/1/2015, to allow time to rebid requirement. The contract may be bid and awarded per the rebid at any time before the expiration date.

Change Order #15, 12/2/2014- 8/1/2015, issued to revise prevailing wage language to require intents and affidavits annually before the contract can be extended.

Prevailing Wage

Work under this contract is subject to Prevailing Wage Requirements. The contractor and any subcontractor or other person doing any portion of the work covered by any resulting contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rate and fringe benefits or said workers classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope of work description of the Industrial Statistician of the Washington State Department of Labor and Industries.

Its shall also be the Contractors sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for King County. Notice of Intent to pay prevailing wages and affidavit of wages paid must be filed with the State of Washington Department of Labor and Industries, for approval. The owner holds the contractor responsible for compliance of all subcontractors with payroll reporting requirements and payment of prevailing wages.

Authorized Signature/Date



The awarded contractor and all subcontractors shall file an intent to pay prevailing wage form concurrent with the execution of the contract on the contract anniversary annually. The contract cannot be extended for the following year until the City receives an approved intent to pay prevailing wages. The buyer will give the awarded contractor(s) a contract number and the contractor and their subcontractor shall then promptly submit the Intent to Pay Prevailing Wages to the Department of Labor & Industries for approval. The City of Seattle requests this be done on-line to allow the City a rapid mechanism to verify submittal of forms.

<http://www.ini.wa.gov/TradesLicensing/PrevWage/default.asp>

However, the City will accept forms submitted through paper procedures. If the contractor utilizes a paper submittal, a copy shall be promptly provided to the Buyer.

Affidavit of Wages Paid: At the end of each contract year, the Contractor and each subcontractor shall then file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington State L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required annually at the end of each contract year. The contract cannot be extended for the following year until the affidavits is received; send to sara.schutt@seattle.gov

The City does not guarantee utilization of this contract. This contract is subject to cancellation by either party upon thirty (30) days advanced written notice. The City may award contract to other vendors or similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the city.

Invoices shall be mailed in duplicate to City of Seattle, Attn: Nancy Stachey, Fleets & Facilities, 700 5th Avenue, Suite 5200, PO Box 94689, Seattle, WA 98124-4689. Please indicate contract #0000001742.

Authorized Signature/Date



NW CENTER INDUSTRIES
1600 W Armory WAY
Seattle, WA 98119-2730
TEL: (206) 285-9140
FAX: (206) 286-2300

JANITORIAL SERVICES

Work under this contract is subject to prevailing wage requirements. The contractor and any subcontractor shall not pay any laborer or worker less than the current prevailing hourly wage rates and fringe benefits for said worker's classification as set forth by the State of Washington for King County. Notice of Intent to pay Prevailing Wages and affidavit of wage paid must be filed with the State of Washington, Department of Labor and Industries, for approval.

DoIT Communication Shop Bldg # A50019
1933 Minor Avenue

\$ 1,569.72 per Month
\$18,836.64 Annually

Scope of Work for the DoIT Communication Shop

A. Daily 5 Days/Week:

1. Vacuum all carpeted areas as needed. Note: Remove all spots, stains, and spills if possible and when needed. Report stains that cannot be removed.
2. Spot mop all tile floors to remove scuffmarks. Spot mop stains on concrete service bay floor.
3. Sweep all other tiles floors, with a treated dust mop and wet mop as needed. Sweep service bay, stairways, and landings.
4. Wash kitchen counter, sink, and arrange tables and chairs in a neat manner if/when not in use.
5. Empty dirty ashtrays and wipe clean as needed.
6. Empty all trash receptacles and wipe outside of the receptacles to get them clean when needed.
7. Clean entrance lobby counter, reception desk, and all other counter areas.
8. Wash front door and window glass and remove fingerprints/smudges from chrome.
9. Sweep outside sidewalk adjacent to entry door.
10. Service restrooms:
 - a. Remove fingerprints, stains and smudges from glassed tile, wainscoting, walls and partitions as needed.
 - b. Refill all soap and paper dispensers when half empty (materials will be furnished by the City).
 - c. Clean and polish mirrors, bright work and chrome as needed.
 - d. Wash and disinfect all sanitary fixtures, washbowls, urinals, toilet bowls and shower stalls.
 - e. Sweep floors and spot mop stains and spills with disinfectant cleaner as needed.

B. Twice Yearly

1. Complete room clean. Dust and vacuum/sweep entire room area (move furniture as required). Dust as high as can be reached while standing on the floor.
2. Window washing – wash the exterior surface of all exterior windows.

C. Yearly:

1. Strip and refinish all non-carpeted resilient floors, including restroom floors. Dust light fixtures and all high interior surfaces.

Work under this contract is subject to prevailing wage requirements. The contractor and any subcontractor shall not pay any laborer or worker less than the current prevailing hourly wage rates and fringe benefits for said work as classified as set forth by the state of Washington for King County. Notice of intent to pay Prevailing Wages and a Affidavit of wage paid must be filed with the State of Washington, Department of Labor and Industries, for approval.

Joint Communication Shop Bids V 450019
1933 Minor Avenue
218,836.64 Annually
\$ 1,749.72 per Month

A. Daily & Daily Work:
Group of Work for the Joint Communication Shop

1. Vacuum all carpeted areas as needed. Note: Remove all spots, stains, and soils if possible and when needed. Report stains that cannot be removed.
2. Spot mop all tile floors to remove scuffmarks. Spot mop stains on concrete service bay floor.
3. Sweep all other tile floors with a treated dust mop and wet mop as needed. Sweep service bay stairways and landings.
4. Wash kitchen counter, sink, and storage tables and chairs in a rest room. If water not in use.
5. Empty dirty ashtrays and wipe clean as needed.
6. Empty all trash receptacles and wipe outside of the receptacles to get them clean when needed.
7. Clean entrance lobby counter, reception desk, and all other counter areas.
8. Wash front door and window glass and remove fingerprints from chrome.
9. Sweep outside sidewalk adjacent to entry door.
10. Service restrooms.
 - a. Remove fingerprints, stains and smudges from glassed tile, wainscoting, walls and partitions as needed.
 - b. Refill all soap and paper dispensers when ball supply (materials will be furnished by the City).
 - c. Clean and polish mirrors, bright work and chrome as needed.
 - d. Wash and disinfect all sanitary fixtures, washbowls, urinals, toilet bowls and shower stalls.
 - e. Sweep floor and spot mop stains and soils with disinfectant cleaner as needed.

HARBOR PATROL Bldg # A50075
1717 N. Northlake Place

\$ 2,921.39 per Month
\$35,056.68 Annually

Scope of Work for Harbor Patrol

- A. Daily (6 Days/Week – Office Building) (3 Days/Week – Shop Building)
1. Vacuum all carpeted areas as needed. Note: remove all spots, stains and spills if possible and when needed.
 2. Wet mop all other resilient tile floors (bathrooms, locker rooms, dive storage room, dive shower and galley floor), as needed to remove scuffmarks and restore the gloss.
 3. Wash kitchen counter, sink, table and appliances on the counter and arrange table and chairs in a neat manner if/when not in use.
 4. Empty dirty ashtrays and wipe clean.
 5. Empty all trash receptacles and wipe outside of receptacle to get them clean when needed.
 6. Dust with a dry or treated cloth all near horizontal surfaces such as the tops of lockers, window moldings and sills, ledges, furniture, file cabinets, desks lamps, phones, floor moldings, and other equipment.
 7. Remove all fingerprints and smudges from walls, metalwork and woodwork.
 8. Clean baseboards, corners and under furniture as needed.
 9. Wash front a rear entrance doors and window glass, inside and out.
 10. Clean entrance lobby counter with damp cloth.
 11. Sweep shop floor areas.
 12. Service Restrooms, both buildings:
 - a. Remove fingerprints, stains and smudges from all glass, tile, wainscoting, walls, and partitions.
 - b. Refill all soap and paper dispensers when ½ empty.
 - c. Clean and polish mirrors, bright work and chrome work.
 - d. Wash and disinfect all sanitary fixtures, washbowls, urinals, toilet bowls and shower stalls, including dive showers.
 - e. Empty trash receptacles and wipe clean.
 - f. Sweep and mop floors with an approved germicide.
 13. Keep janitorial supply and equipment storage area neat and clean.
 14. Inspect sidewalks, outside entrance areas and ramps. Ensure areas are cleaned.
 15. Replace all burned out light bulbs as needed.
- B. Weekly:
1. Wash interior and exterior of stand-up ashtrays, trash receptacles and wastepaper baskets. Replace bag liner as needed.
 2. Clean and polish door kick plates, knobs, and hand plates.
 3. Wash and disinfect restroom walls, partitions and hand plates.
 4. Dust and vacuum all high horizontal surfaces such as tops of bookcases, cabinets, lockers, etc., including all window coverings.
 5. Clean all upholstered and leather/vinyl furniture with a damp cloth or by other appropriate method.
 6. Spray buff all resilient tile floors as needed to remove scuff marks and restore gloss.
 7. Clean litter from parking lots, sidewalk, outside entrance areas and ramps.

8. Remove and clean dive shower mat. Disinfect and clean mat and shower.

Added to the Harbor Patrol Scope of Work

- Additional loading, unloading and sorting of the various recycle waste types due to the addition of recycling at the facility.
- Additional labor to maintain the floor surfaces in the high use traffic areas.
- Add foam clean dive shower 2 times/week.
Add sweep outside area, front & rear 2 times/week.

Police Department K-9 Facilities Bldg # A50070 **\$ 1,069.37 per Month**
10026 E. Marginal Way South **\$12,832.44 Annually**

Scope of Work for the K-9 Building

1) Five Times a Week Service – Monday through Friday:

a) Office and Roll Call Areas:

- i) Vacuum all carpeted foot traffic areas and remove all obvious dirt from around and under furniture.
- ii) Spot clean carpet as needed to remove stains and spills.
- iii) Wet mop tile floors.
- iv) Clean baseboards, in corners, around and under furniture.
- v) Spot clean windows
- vi) Empty all trash receptacles and wipe outside of the receptacles to get them as needed.
- vii) Remove all fingerprints and smudges from walls including laminates, metalwork, light switches, woodwork and glass.
- viii) Dust baseboards, corners, and under furniture as needed.
- ix) Dust with a dry or treated cloth all horizontal surfaces, such as the tops of lockers, window moldings and sills, ledges, furniture, file cabinets, desk lamps, phone floor moldings, and other equipment. Phones should be wiped with a damp cloth and disinfectant when needed.

b) Hallways and Stairways

- i) Vacuum all carpet areas or sweep tile areas.
- ii) Dust baseboards, and corners.
- iii) Remove all fingerprints and smudges from walls including handrails, metalwork, light switches, woodwork and glass.
- iv) Dust doorframes and windowsills.
- v) Spot clean carpet as needed to remove stains and spills.

vi) Restrooms, Showers and Locker Rooms

- i) Empty and wipe trash receptacles clean with disinfectant and replace liners.
- ii) Empty and clean with disinfectant sanitary napkin waste receptacles and replace liners.
- iii) Clean and disinfect floors.
- iv) Spot clean and disinfect fixtures (urinals, toilets, sinks, countertops, etc.)
- v) Spot clean and disinfect all tile surfaces, walls, partitions, and doors.
- vi) Clean and polish mirrors, chrome fixtures, and dispensers.
- vii) Restock all dispensers (soap, towels, toilet paper, seat covers, feminine items, etc.).
- viii) Clean and disinfect shower walls and floors.
- ix) Spot clean windows.

c) Kitchen and Eating Areas

- i) Wipe-clean and disinfect all appliance exteriors.
- ii) Wet mop tile floors.
- iii) Clean baseboards, in corners, around and under furniture.
- iv) Disinfect floors
- v) Spot clean windows
- vi) Empty all trash receptacles and wipe outside of the receptacles to get them as needed.

- vii) Remove all fingerprints and smudges from walls including laminates, metalwork, light switches, woodwork and glass.
- viii) Disinfect tabletops.
- ix) Damp wipe and sanitize telephones.
- x) Dust all window coverings.
- xi) Clean chairs.

2) Once a Week

a) Restrooms

- i) Clean and disinfect walls, partitions, doors, and metalwork, around sinks, toilet bowls, urinals and showers in restrooms/locker rooms/shower areas, using a disinfectant.
- ii) De-scale shower stalls and doors.

3) Quarterly

- 1. Window washing wash all exterior windows once every three months (four times a year). The janitorial contractor may subcontract this service. This is an additional cost.

4) Annually

- 1. Strip, refinish, and seal all resilient floors, including restrooms and kitchens, as per procedures recommended by the City.
Shampoo all carpeting using methods recommended by the City.

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 Change Order #15
 08/08/07 through 08/01/2015

Meridian Center – North Precinct Office Bldg # A50115 **\$ 656.77 per Month**
10303 Meridian Ave N **\$7,881.24 Annually**

MERIDIAN CENTER (NORTH PRECINCT OFFICE) SERVICE SCHEDULE					
Item	PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY	
				DAILY	MONTHLY
FLOORS					
1.	Vacuum all carpeted areas	3 x week		M/W/F	
2.	Edge vacuum all carpeted surfaces as needed	1 x month		F	JAN-DEC
3.	Carpets – Spot Cleaning	daily		M/T/W/TH/F	
4.	Carpet cleaning all carpeted areas	2 x year			APR/OCT
SPOT CLEANING					
10.	Clean lunch room countertop, sink, & tabletop	2 x week		M/T/W/TH/F	
11.	Spot clean doors, door trim, light switches, walls, woodwork,	1x week		M	
12.	Dust all high ledges, including picture frames, windowsills, and filing cabinets.	1 x week		T	
13.	Dust all blinds	1 x month		T	JAN-DEC
14.	Wash blinds	1 x yr		Tag Item	
RESTROOM					
1 Restroom					
15.	Clean and disinfect toilet bowl	5 x week		M/T/W/TH/F	
16.	Clean and disinfect wash basins and attached fixtures	5 x week		M/T/W/TH/F	
17.	Clean all mirrors	5 x week		M/T/W/TH/F	
18.	Sweep, mop and disinfect restroom floors	5 x week		M/T/W/TH/F	
19.	Wash and disinfect restroom wall	2 x month		1 ST & 3 RD F	JAN-DEC
20.	Fill all toilet paper and towel receptacles, soap dispensers (Provided by Agency)	As needed		M/T/W/TH/F	
21.	Strip and Wax Floor	1 x year		TH	SEP
22.	Scrub and Recoat	2 x year		TH	JAN/MAY
TRASH					
29.	Empty all waste receptacles & deposit in outside container, including restroom receptacles and recycling receptacles	5 x week		M/T/W/TH/F	
SECURITY					
30.	Secure/lock doors and gates			M/T/W/TH/F	

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POLICE MOUNTED PATROL Bldg # A50295 \$ 532.82 Monthly
 9200 8th Avenue SW, \$6,393.84 Annually

Scope of work for the Mounted Patrol

1) Twice Weekly Service – Tuesday & Friday:

a) Office Area:

- i) Wet mop tile floors.
- ii) Clean baseboards, in corners, around and under furniture.
- iii) Spot clean windows
- iv) Empty all trash receptacles and wipe outside of the receptacles to get them as needed.

b) Tack Room

- i) Wet mop tile floors.
- ii) Clean baseboards, in corners, around and under furniture.
- iii) Spot clean windows
- iv) Empty all trash receptacles and wipe outside of the receptacles to get them as needed.
- v) **Restrooms, and Showers**
- vi) Empty and wipe trash receptacles clean with disinfectant and replace liners.
- vii) Empty and clean with disinfectant sanitary napkin waste receptacles and replace liners.
- viii) Clean and disinfect floors.
- ix) Spot clean and disinfect fixtures (urinals, toilets, sinks, countertops, etc.)
- x) Clean and polish mirrors, chrome fixtures, and dispensers.
- xi) Restock all dispensers (soap, towels, toilet paper, seat covers, feminine items, etc.).
- xii) Clean and disinfect shower walls and floors.
- xiii) Remove all fingerprints and smudges from walls including laminates, metalwork, light

2) Quarterly

Window washing wash all exterior windows once every three months (four times a year).
 There are three windows.

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NORTH PRECINCT Bldg # A50162 \$ 5,703.05 per Month
10049 College Way N \$68,436.60 Annually

NORTH PRECINCT SERVICE SCHEDULE				
PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
			DAILY	MONTHLY
FLOORS				
Dust mop all uncarpeted areas	2 x week			
Public lobby, corridor, rear entrance		1,606 sq ft (Ceramic Tile)	M/F	
Reception (front desk), stationmaster, supply room		730 sq ft (PVC tile)	M/F	
Holding cells		695 sq ft	M/F	
Stairway		45 sq ft	M/F	
Fitness center		430 sq ft (rubber mats)		
Gun range			M/F	
Dust & damp mop uncarpeted floors	2 x week			
Public lobby, corridor, rear entrance		1,606 sq ft (Ceramic Tile)	T/TH	
Reception (front desk), stationmaster, supply room		730 sq ft (PVC tile)	T/TH	
Holding cells		695 sq ft	T/TH	
Stairway		45 sq ft	T/TH	
Fitness center		430 sq ft (rubber mats)	T/TH	
Gun range office area		180 sq ft (concrete flr)	T	
Scrub tile floors with brush, wet vacuum, and final mop	2 x week			
Public lobby, corridor, rear entrance		1,606 sq ft (Ceramic Tile)	W/S	
Scrub floors and walls with brush, wet vacuum, and final mop	1 x month			
Holding cell		695 sq ft	F	JAN-DEC
Vacuum all carpeted areas				
Precinct commander, secretary, work area, watch commander, city attorney, crime analysis, conference room, crime analyst, crime squad, bunk room	3 x week	2,151 sq ft	M/W/F	
Write-up area, lunch room, patrol staging, sergeants area, roll call/community room, 1 st & 2 nd floor locker rooms, front and rear entrance vestibule	5 x week	6,461 sq ft	M/W/TH/F/S	
Edge vacuum all carpeted surfaces as needed	1 x week			
Precinct commander, secretary, work area, watch commander, city attorney, crime analysis, conference room, crime analyst, crime squad, bunk room		2,151 sq ft	M	
Write-up area, lunch room, patrol staging,		6,461 sq ft	M	

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NORTH PRECINCT SERVICE SCHEDULE				
PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
			DAILY	MONTHLY
sergeants area, roll call/community room, 1 st & 2 nd floor locker rooms				
Carpets – Spot Cleaning	daily		M/T/W/TH/F/S	
Carpet cleaning all carpeted areas	2x year			
Precinct commander, secretary/work area, watch commander, interview rooms, conference room, crime analyst, crime squad, bunk room		2,151 sq ft	Schedule w/Stationmaster	APR/OCT
Write-up area, lunch room, patrol staging, sergeants area, roll call/community room, 1 st & 2 nd floor locker rooms		6,461 sq ft	Schedule w/Stationmaster	APR/OCT
Strip and Wax floor	1 x year			
Reception (front desk), Men/women restrooms (Located in the hallway adjacent to the front desk), office supply room, stationmaster office		830 sq ft (PVC & Vinyl tile)	TH	OCT
Scrub and recoat floor	1 x year			
Reception (front desk), Men/women restrooms (Located in the hallway adjacent to the front desk), office supply room, stationmaster office		830 sq ft (PVC & Vinyl tile)	TH	APRIL
SPOT CLEANING				
Clean kitchen countertops, sink, & table tops	7 x week		M/T/W/TH/F/S/S	
Clean exterior surfaces of vending machines, refrigerator, microwave, dishwasher, etc.	3 x week		M/TH/S	
Spot clean glass doors, glass partitions, door trim, light switches, wainscot wall, walls, woodwork, relighting, dust window ledges at front entrance vestibule, etc	1x week		M	
Feather dust office furniture including filing cabinets, cleared area of workstations, cleared area of office counter tops, etc. Office equipment, chairs, are not included i.e. computers, printers, copiers, etc.	2 x week		M/TH	
Dust all high ledges, including picture frames, windowsills, filing cabinets, vending machines, include front lobby windowsills	1 x month		F	JAN-DEC
Dust top of men/women lockers	4 x week		M/T/TH/S	
Detail wash wainscot walls	1 x month		T	JAN-DEC
Dust all blinds	1 x month		W	JAN-DEC
Wash blinds	1 x year		Tag Item	
Wash interior sides of windows, including all relighting, windows, etc.	2 x year		Schedule w/stationmaster	FEB/AUG
RESTROOMS AND SHOWER CLEANING				

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NORTH PRECINCT SERVICE SCHEDULE				
PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
			DAILY	MONTHLY
Total of 6 restrooms, 2 Shower rooms				
Clean and disinfect all toilet bowls and urinals	7 x week		M/T/W/TH/F/S/S	
Clean and disinfect wash basins and attached fixtures	7 x week		M/T/W/TH/F/S/S	
Clean all mirrors	7 x week		M/T/W/TH/F/S/S	
Sweep, mop and disinfect all restroom floors	7 x week		M/T/W/TH/F/S/S	
Wash and disinfect restroom walls	3 x week		T/TH/S	
Wash and disinfect toilet partition walls	3 x week		T/TH/S	
Fill all toilet paper and towel receptacles, soap dispensers <i>Stock with add'l supplies during holidays</i> (Provided by Agency)	As needed		M/T/W/TH/F/S/S	
Wash and disinfect shower floors	7 x week		M/T/W/TH/F/S/S	
Wash and disinfect shower fixtures	7 x week		M/T/W/TH/F/S/S	
Wash and disinfect shower walls	3 x week		T/TH/S	
Clean and disinfect inside and outside of all waste receptacles	3 x week		T/TH/S	
Scrub restroom & shower (floors/walls) tiles with brush, wet vacuum and final mop.	3 x week		M/W/F	
OUTSIDE OFFICE BUILDING				
Empty outside waste containers	6 x week		M/T/W/TH/F/S	
Pickup litter and debris within a 10 ft radius of building entrances – public entrance, rear entrance officers lobby, & side entrance at lunch room.	6 x week		M/T/W/TH/F/S	
Sweep outside entrances within 10 ft radius	1 x week			
Public entrance, rear entrance officers lobby, side entrance near lunch room			M	
Wash exterior sides of windows	2x year		Schedule w/stationmaster	FEB/AUG
TRASH				
Empty all waste receptacles & deposit in outside container				
Precinct commander, secretary, work area, watch commander, city attorney, crime analysis, conference room, crime analyst, crime squad, bunk room, gun range	5 x week		M/T/W/TH/F	
Write-up area, lunch room, patrol staging, sergeants area, roll call/community room, 1 st & 2 nd floor locker rooms, front and rear entrance vestibule	7 x week		M/T/W/TH/F/S/S	
Empty paper recycling baskets	3 x week		M/TH/S	
Empty recycling baskets in lunch room	7 x week		M/T/W/TH/S/S	
Clean and disinfect inside and outside of all waste receptacles	1 x year			JUN

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NORTH PRECINCT SERVICE SCHEDULE				
PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
			DAILY	MONTHLY
SECURITY				
Secure/lock doors and gates			M/T/W/TH/F/S/S	
OTHER				
Apply Deicer to icy walkways, steps and entrances			AS NEEDED	
Replace light bulbs (Agency will provide the light bulbs)			AS NEEDED	

			1 x week	Wash and disinfect restrooms, walls
			1 x week	Wash and disinfect toilet partition walls
			As needed	Fill all toilet paper and towel receptacles
			1 x week	Dispense hand sanitizer (provided by Agency)
			1 x week	Wash and disinfect shower floors
			1 x week	Wash and disinfect shower fixtures
			1 x week	Wash and disinfect shower walls
			1 x week	Clean and disinfect base and outside of all waste receptacles
			1 x week	Clean restrooms & shower (floor/walls) with wet brush, wet vacuum and floor
OUTSIDE OFFICE BUILDING				
			1 x week	Empty outside waste containers
			1 x week	Check litter and debris within a 10 ft radius of building entrances - public and enclosed trash rooms
			1 x week	Sweep outside entrances within 10 ft radius
				Public entrance, rear entrance, officers' lobby
				Public side entrance near trash room
			1 x year	Wash exterior sides of windows
			1 x week	Empty all waste receptacles & deodorize contents
			1 x week	Resurface, clean, and disinfect work area
			1 x week	Wash up area, hand soap, paper towels
			1 x week	Wash up area, hand soap, paper towels
			1 x week	Empty paper recycling baskets
			1 x week	Empty recycling bins in trash room
			1 x year	Clean and disinfect rest area outside of all waste receptacles

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SOUTH PRECINCT Bldg # A50161
3001 S Myrtle St

\$ 5,382.99 per Month
\$64,595.88 Annually

SOUTH PRECINCT SERVICE SCHEDULE

Item	PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
				DAILY	MONTHLY
FLOORS					
5.	Dust mop all uncarpeted areas				
	Corridor, lounge/kitchen, Rec. Lounge(Roll Call), Sector Commander (Sgt Area), Q.M.(Stationmaster) See floorplan for room descriptions.	5x week	3,053 Sq Ft (Roppe rubber tile)	M/F	
	Front Desk (Work must be complete by 7 AM		273 Sq Ft (Ecco rubber tile)	M/F	
	Conference room (Watch Lt)		270 Sq Ft (PVC Tile)	M/F	
6.	Dust & damp mop uncarpeted floors				
	Corridor, kitchen, roll call room, Sgt. area, stationmaster	5x week	3,053 sq ft (Roppe rubber tile)	T/TH	
	Front Desk (Work must be complete by 7 AM		273 Sq Ft (Ecco rubber tile)	T/TH	
	Conference room (Watch Lt see floorplan for room description)		270 Sq Ft (PVC Tile)	T/W/TH/S	
	Holding cells			M/T/W/TH/S AS NEEDED	
7.	Scrub uncarpeted floors with brush, wet vacuum, and final mop				
	Corridor, kitchen, roll call room, Sgt. area, stationmaster	1x week	3,053 sq ft (Roppe rubber tile)	S	
	Front Desk (Work must be complete by 7 AM	1 x month	273 Sq Ft (Ecco rubber tile)	TH	JAN-DEC
	Fitness Room	1 x month	485 Sq Ft (Ecco rubber tile)	TH	JAN-DEC
	Move kitchen furniture - Chairs, sofa, love seat, coffee/end table (Do not move the rnd kitchen tables)	1 x month	106 sq ft (Roppe rubber tile)	TH	JAN-DEC
8.	Vacuum areas				
	Offices – Watch Commander, Precinct Commander, Public Waiting, Secretary, Detectives/Crime Analyst, Meet Room (See floorplan for room descriptions)	2x week	4,366 Sq Ft	M/W/F	
	Public lobby, Info Center (Write-up Area), Bunk room, Men/Women/s locker room, 2 Interview Rooms s (See floorplan for room descriptions)	2 x week	2,012 Sq Ft	M/T/W/TH/F/ S	

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SOUTH PRECINCT SERVICE SCHEDULE					
Item	PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
				DAILY	MONTHLY
	Fitness Center		485 Sq Ft (Ecco rubber tile)	M/T/W/TH/F	
	Sallyport (use vac pack to remove dust and debris build-up in corners and along the edges of the area, not necessary to vac the entire floor)	1 x month	798 sq ft	W	JAN - DEC
	Kitchen - Under vending machines	1 x week		W	
9.	Edge vacuum all carpeted surfaces as needed				
	Offices – Watch Commander, Precinct Commander, Public Waiting, Secretary, Detectives/Crime Analyst, Meet Room (See floorplan for room descriptions)	2x week	4,366 Sq Ft	TH	
	Public lobby, Info Center (Write-up Area), Bunk room, Men/Women/s locker room, 2 Interview Rooms s (See floorplan for room descriptions)		2,012 Sq Ft	M/F	
10.	Carpets – Spot Cleaning	Daily		M/T/W/TH/F/S	
11.	Carpet cleaning all carpeted areas	4x year			
	Offices – Watch Commander, Precinct Commander, Public Waiting, Secretary, Detectives/Crime Analyst, Meet Room (See floorplan for room descriptions)	2x yr	4,366 Sq Ft		APR/OCT
	Public lobby, Info Center (Write-up Area), Bunk room, Men/Women/s locker room, 2 Interview Rooms s (See floorplan for room descriptions)	4 x yr	2,012 Sq Ft		APR/OCT
12.	Strip and wax				
	Conference room (Watch Lt see floorplan for room description) Coordinate work with stationmaster	1x year	270 Sq Ft (PVC Tile)	TAG ITEM	
13.	Scrub and recoat				
	Conference room (Watch Lt see floorplan for room description) Coordinate work with stationmaster	3x year	270 Sq Ft (PVC Tile)	TAG ITEM	
SPOT CLEANING					
14.	Clean kitchen countertops, sink, rnd tables	2x week		M/T/W/TH/F/	
15.	Clean exterior surfaces of vending machines, refrigerator, microwave, dishwasher, etc.	2 x week		T/TH/S	
16.	Spot clean glass doors, glass partitions, door trim, light switches, walls, woodwork, relighting, etc	1x week		M	JAN-DEC
17.	Feather dust office furniture including filing cabinets, cleared area of workstations, cleared area of office counter tops, etc. Office equipment, chairs, are not included i.e. computers, printers, copiers, etc.	2 x week		M/TH	

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 08/08/07 through 08/01/2015

SOUTH PRECINCT SERVICE SCHEDULE					
Item	PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
				DAILY	MONTHLY
18.	Dust top of men/women lockers			M/W/S	
19.	Dust all high ledges, including picture frames, windowsills, vending machines	1 x month		M	JAN-DEC
20.	Dust small wall mounted fans			TAG ITEM	TAG ITEM
21.	Dust all blinds	1 x month		W	JAN-DEC
22.	Wash blinds	1 x yr		N/A	
23.	Wash interior sides of windows	1 x yr			SEP
	All relighting, , windows				SEP
RESTROOMS AND SHOWER CLEANING					
	Total of 6 restrooms, 2 Shower rooms				
24.	Clean and disinfect all toilet bowls and urinals	5x week		M/T/W/TH/F/	
25.	Clean and disinfect wash basins and attached fixtures	5x week		M/T/W/TH/F/ S	
26.	Clean all mirrors	1x week		M/T/W/TH/F/ S	
27.	Sweep, mop and disinfect all restroom floors			M/T/W/TH/F/ S	
28.	Wash and disinfect restroom walls			T/TH/S	
29.	Wash and disinfect toilet partition walls			T/TH/S	
30.	Fill all toilet paper and towel receptacles, soap dispensers. <i>Stock with add'l supplies during the holidays. (Provided by Agency)</i>	As needed		M/T/W/TH/F/	
31.	Wash and disinfect shower floors			M/T/W/TH/F/	
32.	Wash and disinfect shower fixtures			M/T/W/TH/F/	
33.	Wash and disinfect shower walls			T/TH/S	
34.	Clean and disinfect inside and outside of all waste receptacles			T/TH/S	
35.	Scrub restroom & shower (floors/walls) tiles with brush, wet vacuum and final mop.			M/W/F	
OUTSIDE OFFICE BUILDING					
36.	Sweep outside entrances within 10 ft radius	1x week			
	Public entrance, rear entrance officers lobby, side entrance near lunch room			M	
37.	Wash exterior sides of windows	1 x year			SEP
34.	Empty paper recycling baskets	N/A			
35.	Empty recycling baskets in lunch room			M/T/W/TH/S	
TRASH					
36.	Empty all waste receptacles & deposit in outside container				
	Offices – Watch Commander, Precinct Commander, Public Waiting, Secretary, Detectives/Crime Analyst, Meet Room (See floorplan for room descriptions)			M/T/W/TH	
	Public lobby, Info Center (Write-up Area), Bunk room, Men/Women/s locker room, 2			M/T/W/TH/F/ S	

Attachment #1
 BLANKET CONTRACT #0000001742
 Change Order #15
 08/08/07 through 08/01/2015

Attachment #1
 BLANKET CONTRACT #0000001742
 Change Order #15
 08/08/07 through 08/01/2015

SOUTH PRECINCT SERVICE SCHEDULE					
Item	PERFORMANCE REQUIREMENTS	SUGGESTED STANDARD	ROOM #'S (SEE FLRPLN)	ACTUAL FREQUENCY REQUIRED	
				DAILY	MONTHLY
	Interview Rooms, Kitchen (See floorplan for room descriptions)				
37.	Empty exterior trash receptacles			M/T/W/TH/F/S	
SECURITY					
38.	Secure/lock doors and gates			M/T/W/TH/F/S	
OTHER					
39.	Apply Deicer to icy walkways, steps and entrances			AS NEEDED	

		1x week		Clean and disinfect all toilet bowls and urinals	24.
		2x week		Clean and disinfect wash basins and mirrors	25.
		1x week		Clean all mirrors	26.
				Sweep, mop and disinfect all rest-room floors	27.
				Wash and disinfect rest-room walls	28.
				Wash and disinfect toilet partition walls	29.
		As needed		Fill all toilet paper and towel receptacles, room	30.
				the A-frames (if available by Agency)	31.
				Wash and disinfect shower floor	32.
				Wash and disinfect shower floors	33.
				Wash and disinfect shower walls	34.
				Clean and disinfect inside and outside of all	35.
				waste receptacles	36.
				Scrub rest room & shower (floor/walls) tiles	37.
				with bleach, wax/vacuum and floor mop	38.
OUTSIDE OFFICE BUILDING					
		1x week		Sweep outside entrance within 10 ft radius	39.
				Wash, entrance, rest entrance, officers lobby	40.
		1x year		side entrance near lunch room	41.
		M.A.		Wash exterior sides of windows	42.
				Empty paper recycling baskets	43.
				Empty recycling canisters in lunch room	44.
				Empty all waste receptacles & deposit in	45.
				outside containers	46.
				Officers - Wash Commander, Precinct	47.
				Commander, Public Waiting, Security,	48.
				Patrol/Crime Analyst, Meet Room (See	49.
				Program for room descriptions)	50.
				Public lobby, Info Center (W. Room Area)	51.
				Quang room, Men/Women locker room, S	52.

Property Manager: Nancy Stachey (206) 684-0690

SPECIAL INSTRUCTIONS:

Schedule –

The janitorial staff can start as early as they deem necessary. During shift changes, the vendor should not be in the men and women’s restroom and locker room area between 2:30 AM – 4:30 AM. Unless other arrangements are made with the stationmaster. The vendor must post a sign on the outside of each entrance to the restrooms and locker rooms when occupying/cleaning these areas. When scheduling substantial or disruptive cleaning activities i.e. interior & exterior window cleaning, vacuuming the garage areas, carpet cleaning, etc. the vendor must give the stationmaster and the property manager a minimum 72 hour notice. The shift schedules are as follows:

- 1st Watch 3:00 AM and 3:30 AM
- 2nd Watch 11:30 AM and 12:30 PM
- 3rd Watch 7:00 PM and 7:30 PM

Janitorial Supplies –

With the exception of the aerosol deodorant cans, the City of Seattle warehouse provides janitorial paper products at no cost to the vendor. The vendor shall supply and stock the aerosol deodorant. The paper products include toilet paper, paper towels, liners, and hand soap. The vendor is responsible for picking-up the products from the warehouse and delivering the products to the building. The warehouse is located at 3807 2nd Ave S; the phone number is 206 684 0827; hours of operation are Monday – Friday 11 AM – 4 PM. The vendor should place an order prior to pick-up to insure that the supplies are in stock.

Should the City of Seattle warehouse not carry the correct products, the vendor can purchase the products from their supplier and bill it to the City of Seattle as a tag item. The vendor must have approval from the property manager prior to purchasing the item(s).

The vendor is responsible for supplying the cleaning products including but not limited to rags, sponges, vacuum cleaners, mops, brooms, mop buckets, etc. In addition, the vendor must insure that there is always an adequate supply/inventory of paper products and that all dispensers are always filled.

Maintenance Repairs –

The vendor should report any emergency maintenance i.e. plumbing leak/flood, electrical problems, etc. or regular maintenance repair needs i.e. broken faucet, door locks, etc. to the Fleets and Facilities Department (FFD) 24-hour maintenance control center at 206 684 5422. In addition to notifying FFD, the vendor should also notify the stationmaster.

Background Check Requirements -

Background checks are required for all employees that will work at or have access to the building. To insure the security and safety of the Seattle Police Department (SPD) personnel, the City may require the vendor to complete background checks periodically.

SPD will perform the background check. Prior to working at the building, the vendor must meet with Vickie Huff at SPD Headquarters located on 5th & Cherry Ave, her contact # is 206 684 5782. There the vendor will complete the necessary paperwork for the background check and once approved by SPD, Vickie will issue the vendor a City ID card. If the employee fails the background check, the employee will be removed from the premises, immediately. Should this occur, the City has the right to cancel the contract without a 30-day notice or require the vendor to replace the employee with a clear background.

The vendor must wear and display their City ID card at all times when working at the building.

Changes in vendor's personnel or coverage should not disrupt the services provided within the contract. The vendor must notify the stationmaster of any staff changes..

The vendor will not provide service while observing the following holidays:

New Year's Day Independence Day Thanksgiving Day
 Memorial Day Labor Day Christmas Day

Total amount of contract:

Building Name	Building Number	Cost per Month	Annual Cost
DoIT Communication Shop	A50019	1,569.72	18,836.64
Harbor Patrol	A50075	2,921.39	35,056.68
K-9 Building	A50070	1,069.37	12,832.44
Meridian Center (N Precinct)	A50115	656.77	7,881.24
Mounted Patrol	A50079	532.82	6,393.84
North Precinct	A50162	5,703.05	68,436.60
South Precinct	A50161	5,382.99	64,595.88
Total Amount of Contract		17,836.11	214,033.32

Payment Term: Net 30

All the above site locations must reference Contract # 0000001742, including the building name, building address, and building number on all invoices. Landscape service invoices must be billed on a separate invoice.

The vendor shall reference the bill to and ship to addresses on each invoice. The ship to address (location of service) shall include the City of Seattle, the building name, the building number, and the building address.

Send invoices to: (bill to address)

City of Seattle
 Fleets and Facilities Dept
 Attn: Nancy Stachey
 700 5th Ave Ste 5200
 PO Box 94689
 Seattle, WA 98124-4689

Ship to address: (location of service)

City of Seattle
 South Precinct # A50161
 3001 S Myrtle Street
 Seattle, WA