



BLANKET CONTRACT

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

Blanket Contract # 0000002575		Date 7/9/09	Change Order N/A
Payment Terms Net 30	Freight Terms Prepaid & Allowed: FOB: Destination		
Buyer: Sharon Rothwell	FAX: 206-233-5155	Phone: 206-684-8310	

Vendor #: 0000036141
 Washington Department of Ecology
 DBA: Washington Conservation Corps
 PO BOX 47600
 Olympia, WA 98504
 Contact: Roland McGill
 Phone #: 360-407-6077
 E-mail: nmot461@ECY.WA.GOV

Ship To: CITY DEPARTMENTS
Bill To: SEE BELOW

Washington Department of Ecology, DBA Washington Conservation Corps is awarded a sole source contract for providing invasive plant removal and erosion services for the City of Seattle watershed areas. See attachments #1 and #2 for specifications and conditions The term of the Contract is three (3) years.

Original contract term: 7/1/09- 6/30/12

City departments may place orders by telephone or by fax. The Vendor shall require the ordering City employee to state his or her name, department/unit name, low org number, telephone number and ship to address. Invoices shall be mailed in duplicate to the City of Seattle, Accounts Payable, per attached list. Each invoice shall indicate Contract #0000002575.

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 contracts to other vendors for 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.

While Washington Conservation Corps members are bona fide "volunteers" for that reason , their performance of tasks on these projects do not require the payment of prevailing wages. However, to the extent that Washington Conservation Corps employee crew supervisors, administrative and supervisory personnel perform the work of a worker, laborer or mechanic on such projects their work requires the payment of prevailing wages for the classification performed. Should such condition(s) exist the following prevailing wage requirements must be met.

Authorized Signature/Date

Authorized Signature/Date
Sharon Rothwell 7/21/09

This contract is subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented. Proposer and any subcontractors shall be responsible for compliance with all provisions herein. The awarded Proposer and all subcontractors shall file Intent to Pay Prevailing Wage Form concurrent with the execution of the contract. The Buyer will give the award Proposer(s) a Contract Number, and the Proposer and their subcontractor(s) shall then promptly submit the Intent to Pay Prevailing Wages to the Department of Labor & Industries for approval. The City requests this be done on-line to allow the City a rapid mechanism to verify submittal of forms. <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>. However, the City will accept forms submitted through paper procedures. If the Proposer utilizes paper submittal, a copy shall be promptly provided to the Buyer.

Affidavit of Wages Paid: Upon contract completion, 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 before Seattle can pay the final invoice.

Prevailing Wage

Work under this contract is subject to Prevailing Wage Requirements. The contractor, 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 rates and fringe benefits for said worker's classification to all laborers, workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.

It shall also be the Contractor's 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

Asheron Rothwell 7/21/09

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Scope of Work

Native Plant Community Restoration

Work will include invasive species removal using hand and mechanical methods (e.g., grubbing out roots, cutting at the ground surface, pulling up the entire plant, covering with fabric or mulch), and possibly chemical methods (the crew lead is a certified herbicide applicator). Species to be treated include, but are not limited to, tansy ragwort, invasive hawkweeds, knotweed, Scot's broom, Himalayan and evergreen blackberry, English holly, and English ivy. The crews will plant native trees and shrubs in locations specified by the SPU project manager, often in riparian areas and along decommissioned roads. Crews may also work on stabilizing stream banks by cutting and installing willow stakes, planting native species, and installing erosion control materials. Work will occur in all three of Seattle's major watersheds in forests, wetlands, meadows, riparian areas, and along decommissioned roads and power line rights-of-way. In some cases, crews may need to walk along trails or decommissioned roads to reach restoration sites.

Initial locations to be serviced are:

Cedar River Municipal Watershed; Tolt Municipal Watershed, Lake Youngs Reserve, additional locations may be added throughout the life of this contract. Both the Cedar River and Tolt watersheds have special regulations that must be followed while working in those areas. (See regulations

The above job sites are open for service at **6:30 – 5:30**. Any job sites added to this contract may vary from this time and should be clearly defined prior to work commencing.

The price for WCC crews is fixed by the Washington State legislature, and is dependent on current minimum wage and legislative action. It may need to be increased at intervals more frequent than every two years. The Washington Conservation Corps will notify the buyer of any wage adjustments.

Pricing

Supervisor plus a 5 person crew 40 hours per week \$3500.00

CEDAR RIVER MUNICIPAL WATERSHED

ACCESS, WATER QUALITY AND CONTROL REGULATIONS

This regulation was modified in August 2003 and supercedes all previous regulations.

The Cedar River Municipal Watershed is the primary source of drinking water for the Seattle Metropolitan area. Compliance with State and Federal drinking water quality regulations requires that land within the boundary of the Watershed be subject to strict access and water quality protection controls. Therefore, all persons entering the Watershed shall comply with the following regulations:

Section I: ACCESS REGULATIONS

- 1) Access to the Watershed is by permit only. Only those persons who are actually engaged in authorized watershed management activities and are properly registered with Seattle Public Utilities shall be permitted access.
- 2) Permittee shall maintain a current list of the names of all employees and other persons entering the Watershed on his or her behalf. Required information for each person shall include a photocopy of a driver's license or other acceptable photo identification, the person's name and place of residence, phone number, vehicle descriptions with license numbers, destination within watershed and duration of visit.

The list, along with copies of photo ID's shall be submitted to the Watershed Protection Supervisor at the office of Watershed Management Division at the Cedar River Watershed, 19901 Cedar Falls Rd., S.E., North Bend, WA 98045, prior to entering the watershed.
- 3) Proof of an insurance policy for each vehicle must be provided naming City of Seattle as additional insured with minimum liability coverage of \$250,000 per person, \$500,000 per accident, and \$250,000 property damage. The City reserves the right to adjust liability coverage.
- 4) Access to the Watershed will only be allowed through the gate at the main entrance to the Cedar Falls Watershed Management Headquarters except as otherwise approved by the Watershed Protection Supervisor. Hours of access will be determined by the Watershed Protection Supervisor or designee.
- 5) All vehicles used in association with any work or research project shall display a vehicle permit card issued by the Watershed Protection Supervisor or designee. The vehicle permit card is valid only for the vehicle for which it is issued and is not transferable. No unauthorized riders are allowed.

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- 6) Access is permitted in the Watersheds only at such times as said persons are on direct work assignment.
- 7) Wandering from the work area or engaging in any activity other than that authorized by the Watershed Protection Supervisor is not permitted.
- 8) Permittee shall instruct all persons who enter the Watershed on his or her behalf as to the nature of the Watershed and the serious consequences arising from failure to comply with these access regulations.
- 9) The Permittee shall provide a copy of these access regulations to all employees and agents who enter the Watersheds.
- 10) A copy of these regulations shall be posted in a conspicuous place at each work site.
- 11) Access permits are not assignable and any assignment of a permit shall be cause for revocation.

Section II: WATER QUALITY REGULATIONS

Sanitary Facilities

- 1) Human waste shall not be deposited on or below the surface of the ground or in any surface waterbodies.
- 2) Permittees performing work at stationary work sites are required to provide approved, commercial sanitary facilities.
 - (a) Location of sanitary facilities shall be subject to approval by a Watershed Protection Inspector.
 - (b) Sanitary facilities shall be placed on flat surfaces and adequately protected against upset.
 - (c) Sanitary facilities shall be serviced by a professional servicing provider on a schedule approved by the Watershed Protection Supervisor or designee.
 - (d) Permittee shall remove work site sanitary facilities at the completion of the job in a timely manner.

Litter and Job Site Clean-up

- 1) Garbage and all forms of litter or refuse shall not be deposited on or below the surface of the ground or in any surface waterbodies.
 - (a) Permittee shall provide an approved receptacle for garbage.
 - (b) Garbage receptacles must have a suitable cover that restricts animal access and prevents wind from blowing contents out of receptacle.

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- (c) Permittees performing work at stationary work sites shall remove all equipment, materials and refuse from the work site upon completion of the job. Any exceptions must be approved by the Watershed Protection Supervisor.

Hazardous Materials

- 1) Certain activities may require the Permittee to provide absorbent pads or absorbent booms. The type, size and quantity will be determined by the Watershed Protection Supervisor.
- 2) Permittee vehicles and equipment must be in good working order and maintained in a condition that prevents leakage of fluids. Vehicles and equipment will be subject to inspection and approval by a Watershed Protection Inspector.
- 3) Hazardous materials including any oil or any other petroleum base products shall not be discharged into the air or deposited on or below the surface of the ground or in any surface waterbodies. Any containers of oil or oil products shall be maintained in a condition that prevents any leakage. Equipment maintenance activities shall be undertaken so that no oil or other hazardous materials reach the ground. Normal maintenance and refueling shall be carried out using oil absorbent pads. In the event of a spill of any amount, prompt action shall be taken to mitigate the spill. The Watershed Protection Supervisor is to be notified immediately.
- 4) Pesticides or fertilizers shall not be applied in the Watershed.

Equipment Washes

- 1) All equipment and/or objects (boats, barges, chains, ropes, hoses, monitoring equipment, turbidity curtains, sandbags, etc.) that could come into contact with surface water (reservoir or tributaries) must be new, or disinfected by the user and inspected by designated SPU personnel. These measures are implemented to prevent the introduction of bacteria or nuisance or exotic species into the drinking water sources. Disinfectant procedures will be directed and supervised by a Watershed Protection Inspector.
- 2) All earthmoving equipment, logging trucks or any other vehicles as determined by SPU shall be pressure washed or steam cleaned, including undercarriage, prior to each entry into the Watershed.

Erosion

- 1) All work shall be performed in a manner that prevents erosion or siltation.
 - (a) Where culverts, ditches or drainage are deemed necessary for protection of the water supply, such facilities shall be constructed by the Permittee at his or her expense. All work will require prior approval by a Watershed engineer or designee.

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- (b) Upon completion of work, all roads shall be left in such a condition as to not induce soil erosion, or to become channels for the collection of surface runoff, and shall be so treated by the Permittee to accomplish this result to the satisfaction of the Watershed Protection Supervisor or designee.

Section III: CONTROL REGULATIONS

Gates

- 1) All gates are installed to control access and protect water quality and shall be kept locked at all times.
- 2) Only authorized persons or agencies under special agreement are permitted to use access gates other than the main entrance gate at Cedar Falls.
- 3) The Cedar River Municipal Watershed Gate and Door Access Policy procedures are to be strictly adhered to.

Fire Protection

- 1) Permittees are subject to the Watershed Fire Prevention Regulations.
- 2) Campfires/warming fires are not permitted.
- 3) Fireworks are not allowed.

Camping

- 1) No camps or housing facilities may be constructed or maintained within the Watersheds without approval of the Watershed Inspector Supervisor or designee.

Safety

- 1) The City does not warrant the condition of any watershed road and Permittee(s) use roads at their own risk.
- 2) Permittee shall use seatbelts and drive with headlights on. Vehicle speed shall not exceed 25 mph unless otherwise posted.
- 3) The use of alcohol and illegal drugs is strictly forbidden.

Firearms

- 1) Firearms are not permitted within the Watershed except by commissioned law enforcement personnel.

Section IV: FAILURE TO COMPLY

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- 1) Any person found to be in violation of any of these regulations may be denied further access to the Watershed and may be subject to legal prosecution.
- 2) If there is probable cause to believe that there has been a violation of the aforesaid regulations, then any such vehicle or vehicles as may appear to be involved in such violations may be stopped and inspected by Seattle Public Utility personnel. The refusal by the operator of any such designated vehicle to permit such inspection may be deemed sufficient reason to deny that operator further access to the Watersheds.

All operations in the Watersheds shall be conducted in compliance with all other applicable Federal, State, and local laws, rules and regulations for the protection of domestic water supplies. The Access, Water Quality and Control Regulations established by the Utility are subject to change from time to time as conditions require.

Chuck Clark, Director
Seattle Public Utilities

For information regarding access, water quality and control issues or for the name of the Watershed Protection Supervisor contact the Watershed Management Division at 19901 Cedar Falls Road S.E., North Bend, Washington, 98045, phone (425)888-1507 or (206)233-1510.

Seattle Public Utilities
TOLT RIVER MUNICIPAL WATERSHED
ACCESS, WATER QUALITY AND CONTROL REGULATIONS
This regulation is dated October 31, 2002 and supercedes all previous regulations.

The Tolt River Municipal Watershed is one of the primary sources of drinking water for the Seattle Metropolitan area. Compliance with State and Federal drinking water quality regulations requires that land within the boundary of the Watershed be subject to strict access and water quality protection controls. Therefore, all persons entering the Watershed shall comply with the following regulations:

Section I: ACCESS REGULATIONS

- 1) Access to the Watershed is by permit only. Only those persons who are actually engaged in authorized watershed management activities and are properly registered with Seattle Public Utilities shall be permitted access.
- 2) Permittee shall maintain a current list of the names of all employees and other persons entering the Watershed on his or her behalf. Required information for each person shall include a photocopy of a driver's license or other acceptable photo identification, the person's name and place of residence, phone number, vehicle descriptions with license numbers, destination within watershed and duration of visit. The list, along with copies of photo ID's shall be submitted to the Watershed Protection Supervisor at the office of Watershed Management Division at the Cedar River Watershed, 19901 Cedar Falls Rd., S.E., North Bend, WA 98045, prior to entering the watershed.
- 3) Proof of an insurance policy for each vehicle must be provided naming City of Seattle as additional insured with minimum liability coverage of \$250,000 per person, \$500,000 per accident, and \$250,000 property damage. The City reserves the right to adjust liability coverage.
- 4) All vehicles used in association with any work or research project shall display a vehicle permit card issued by the Watershed Protection Supervisor or designee. The vehicle permit card is valid only for the vehicle for which it is issued and is not transferable. No unauthorized riders are allowed.
- 5) Access is permitted in the Watershed only at such times as said persons are on direct work assignment. Hours of access will be determined by the Watershed Protection Supervisor or designee.
 - 6) Wandering from the work area or engaging in any activity other than that authorized by the Watershed Protection Supervisor is not permitted.
 - 7) Permittee shall instruct all persons who enter the Watershed on his or her behalf as to the nature of the Watershed and the serious consequences arising from failure to comply with these access regulations.
 - 8) The Permittee shall provide a copy of these access regulations to all employees and agents who enter the Watershed.
 - 9) A copy of these regulations shall be posted in a conspicuous place at each work site.
 - 10) Access permits are not assignable and any assignment of a permit shall be cause for revocation.

Section II: WATER QUALITY REGULATIONS

Sanitary Facilities

- 1) Human waste shall not be deposited on or below the surface of the ground or in any surface waterbodies.
- 2) Permittees performing work at stationary work sites are required to provide approved, commercial sanitary facilities.
 - (a) Location of sanitary facilities shall be subject to approval by a Watershed Protection Inspector.
 - (b) Sanitary facilities shall be placed on flat surfaces and adequately protected against upset.
 - (c) Sanitary facilities shall be serviced by a professional servicing provider on a schedule approved by the Watershed Protection Supervisor or designee.
 - (d) Permittee shall remove work site sanitary facilities at the completion of the job in a timely manner.

Litter and Job Site Clean-up

- 1) Garbage and all forms of litter or refuse shall not be deposited on or below the surface of the ground or in any surface waterbodies.
 - (a) Permittee shall provide an approved receptacle for garbage.
 - (b) Garbage receptacles must have a suitable cover that restricts animal access and prevents wind from blowing contents out of receptacle.
- 2) Permittees performing work at stationary work sites shall remove all equipment, materials and refuse from the work site upon completion of the job. Any exceptions must be approved by the Watershed Protection Supervisor.

Hazardous Materials

- 1) Certain activities may require the Permittee to provide absorbent pads or absorbent booms. The type, size and quantity will be determined by the Watershed Protection Supervisor.
- 2) Permittee vehicles and equipment must be in good working order and maintained in a condition that prevents leakage of fluids. Vehicles and equipment will be subject to inspection and approval by a Watershed Protection Inspector.
- 3) Hazardous materials including any oil or any other petroleum base products shall not be discharged into the air or deposited on or below the surface of the ground or in any surface waterbodies. Any containers of oil or oil products shall be maintained in a condition that prevents any leakage. Equipment maintenance activities shall be undertaken so that no oil or other hazardous materials reach the ground. Normal maintenance and refueling shall be carried out using oil absorbent pads. In the event of a spill of any amount, prompt action shall be taken to mitigate the spill. The Watershed Protection Supervisor is to be notified immediately.
- 4) Pesticides, Herbicides or fertilizers shall not be applied in the Watershed.

Disinfectant

- 1) All equipment and/or objects (boats, barges, chains, ropes, hoses, monitoring equipment, turbidity curtains, sandbags, etc.) that could come into contact with surface water (reservoir or tributaries) must be new, or disinfected by the user and inspected by designated SPU personnel. These measures are implemented to prevent the introduction of bacteria or nuisance or exotic species into the drinking water sources. Disinfectant procedures will be directed and supervised by a Watershed Protection Inspector.

Erosion

- 1) All work shall be performed in a manner that prevents erosion or siltation.
- (a) Where culverts, ditches or drainage are deemed necessary for protection of the water supply, such facilities shall be constructed by the Permittee at his or her expense. All work will require prior approval by a Watershed engineer or designee.
- (b) Upon completion of work, all roads shall be left in such a condition as to not induce soil erosion, or to become channels for the collection of surface runoff, and shall be so treated by the Permittee to accomplish this result to the satisfaction of the Watershed Protection Supervisor or designee.

Section III: CONTROL REGULATIONS

Gates

- 1) All gates are installed to control access and protect water quality and shall be kept locked at all times.

Fire Protection

- 1) Permittees are subject to the Washington State Department of Natural Resources Fire Regulations and Seattle Public Utility Watershed Fire Prevention Regulations.
- 2) Campfires/warming fires are not permitted.
- 3) Fireworks are not allowed.

Camping

- 1) No camps or housing facilities may be constructed or maintained within the Watershed without approval of the Watershed Inspector Supervisor or designee.

Safety

- 1) The City does not warrant the condition of any Watershed road and Permittee(s) use roads at their own risk.
- 2) Permittee shall use seatbelts and drive with headlights on. Vehicle speed shall not exceed 25 mph unless otherwise posted.
- 3) The use of alcohol and illegal drugs is strictly forbidden.

Firearms

- 1) Firearms are not permitted within the Watershed except by commissioned law enforcement personnel.

Section IV: FAILURE TO COMPLY

- 1) Any person found to be in violation of any of these regulations may be denied further access to the Watershed and may be subject to legal prosecution.
- 2) If there is probable cause to believe that there has been a violation of the aforesaid regulations, then any such vehicle or vehicles as may appear to be involved in such violations may be stopped and inspected by Seattle Public Utility personnel. The refusal by the operator of any such designated vehicle to permit such inspection may be deemed sufficient reason to deny that operator further access to the Watershed.

All operations in the Watershed shall be conducted in compliance with all other applicable Federal, State, and local laws, rules and regulations for the protection of domestic water

supplies. The Access, Water Quality and Control Regulations established by the Utility are subject to change from time to time as conditions require.

Chuck Clark, Director
Seattle Public Utilities

For information regarding access, water quality and control issues or for the name of the Watershed Protection Supervisor contact the Watershed Management Division at 19901 Cedar Falls Road S.E., North Bend, Washington, 98045, phone (425) 888-1507 or (206) 233-1510.

IN CONSIDERATION OF THE GENERAL TERMS AND CONDITIONS OF THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- I. All rights and obligations of the parties to this contract shall be subject to and governed by those General Terms and Conditions contained in the text of this contract instrument and Section XVII. "SPECIAL TERMS AND CONDITIONS."
- II. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal & State Statutes & Regulations, (b) Special Terms and Conditions, and (c) General Terms and Conditions.
111. This contract and its appendices, if any, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- IV. This contract shall be subject to the written approval of the authorized representative of the DEPARTMENT and shall not be binding until so approved. Only the authorized representative by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized representative.

V. AUTHORITY AND PURPOSE:

A. Authority

The Legislature enacted Chapter 43.220 RCW which created the Washington Conservation Corps, hereinafter referred to as the "WCC," and named the DEPARTMENT as one of six state agencies having implementation authority.

B. Purpose

The purpose of this contract is to establish a formal understanding between the DEPARTMENT and the SPONSOR to accomplish the project described in Section 7. "SCOPE OF WORK."

This contract is designed to specify the kinds and amounts of goods and services to be used and/or exchanged by the DEPARTMENT and the SPONSOR to their mutual benefit through a WCC project.

The SPONSOR acknowledges that participation in the WCC program shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits, nor in the impairment of existing contracts for services.

VI. DEFINITIONS:

- A. "SPONSOR Contact" shall mean the person who serves as the SPONSOR's lead on the project and shall cooperate with all parties concerned to promote successful completion of the project described in Section 7. "SCOPE OF WORK."
- B. "SPONSOR Work Director" shall mean the person who specifies work to be performed onsite; outlines, describes, and delegates work to be accomplished; supplies necessary orientation and training for use of special equipment and procedures; and is responsible for directing WCC crew supervisor(s) regarding specific project tasks as described in Section 7. "SCOPE OF WORK."
- C. "DEPARTMENT Project Leader" shall mean the person who is responsible for developing and facilitating the project and shall serve as liaison between the DEPARTMENT and SPONSOR. PROJECT LEADER assumes ultimate responsibility to ensure adequate coordination of the project.
- D. "Corps Member" shall mean an individual enrolled in the WCC program. Corps members shall not be considered regular state employees. Provisions of law relating to civil service, hours of work, rate of compensation, sick leave, unemployment compensation, state retirement plans, and vacation leave do not apply to the Corps members. However, medical aid and state industrial insurance will be provided by the DEPARTMENT for each Corps member.
- E. "Crew Supervisor" shall mean the person who is responsible for matters relating to personnel administration and overall project direction. He/she supervises Corps members (generally four or more) regarding work to be accomplished and is responsible for individual crew safety, daily crew supervision and discipline, completes Corps member training plans, and provides a written evaluation of each Corps member's job performance and skills acquired after two months and at termination of employment.

VII. SCOPE OF WORK:

Both parties agree to compete in a satisfactory and proper manner the services described under the Section 7. "SCOPE OF WORK" of this contract, and to provide materials and supplies necessary to ensure satisfactory completion of the project, including any special equipment required by special work conditions, and to procure any necessary permits such as right of entry. The DEPARTMENT agrees to provide Corps members who will be used to complete said work. All equipment provided by either the DEPARTMENT or the SPONSOR shall be returned to the provider within fifteen (15) days after termination of this contract, unless otherwise specified in Section XVII. "SPECIAL TERMS AND CONDITIONS."

VIII. PERFORMANCE:

- A. Time for Performance: Any work performed prior to the effective date of this SPONSOR CONTRACT, or continuing after the completion date of same, unless otherwise agreed upon in writing herein, will be in violation of this contract and will be at the SPONSOR's expense.
- B. Compliance With All Laws: The SPONSOR agrees to observe all federal and state laws, regulations, and policies affecting performance under this contract.
- C. Release of Information or Materials: The SPONSOR will not release any information or materials developed pursuant to this contract without prior written authority from the DEPARTMENT.
- D. Final Report Evaluation: Within 15 days after termination of this contract, the SPONSOR shall provide the DEPARTMENT with a written evaluation of the project. At a minimum, the following shall be evaluated:
1. Benefit to Corps members
 2. Environmental benefits
 3. Department cooperation/coordination
 4. Whether the overall goals and objectives of the project were obtained
 5. Suggestions for program improvement
 6. Revised estimates of alternate supplier cost and SPONSOR cost/donation

IX. TERMINATION OF CONTRACT:

- A. Termination by SPONSOR for Cause: If the DEPARTMENT fails to fulfill in a timely and proper manner its obligations under this contract, or if DEPARTMENT shall violate any of the covenants, agreements, assurances, or stipulations of the contract, SPONSOR shall have the right to terminate this contract by giving written notice specifying the effective termination date to the DEPARTMENT at least seven (7) days before such date.
- B. Termination by DEPARTMENT for Cause: If SPONSOR fails to fulfill in a timely and proper manner its obligations under this contract, or if SPONSOR shall violate any of the covenants, agreements, assurances, or stipulations of the contract, DEPARTMENT shall have the right to terminate this contract by giving written notice specifying the effective termination date to the SPONSOR at least seven (7) days before such date.
- C. Termination by DEPARTMENT for Convenience: The DEPARTMENT may terminate this contract by giving written notice to SPONSOR of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described above shall be delivered to DEPARTMENT for its review. After the review at the option of DEPARTMENT such documents or material or portions thereof shall become its property.
- D. Insufficient Funding: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the DEPARTMENT may terminate the contract under Section IX.C. "Termination by DEPARTMENT for Convenience" clause, subject to renegotiation under those new funding limitations and conditions.

X. LIABILITY:

- A. When direct supervision is provided by the DEPARTMENT employed crew supervisor, the DEPARTMENT agrees that WCC members working under this contract are agents of the DEPARTMENT, and therefore the DEPARTMENT shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- B. When direct supervision is provided by the SPONSOR, the SPONSOR agrees that WCC Corps members working under this contract are agents of the SPONSOR, and therefore the SPONSOR shall be liable for personal injury or property damage caused by WCC Corps member negligence.
- C. To the extent that the Constitution and laws of the State of Washington permit, all parties to this contract shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. None of the parties assume any responsibility to the other parties for the consequences of any act or omission of any person, firm, or corporation not a party to this contract.

XI. NON-DISCRIMINATION:

The DEPARTMENT and the SPONSOR agree to be bound by all federal and state laws, regulations, and policies against discrimination and agree not to discriminate in employment, either directly or indirectly, because of a person's age, sex, sexual orientation, marital status, creed, color, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

XII. DISPUTES:

Except as otherwise provided in this contract, when a bona fide dispute arises between the DEPARTMENT and the SPONSOR and it cannot be resolved, either party may request a dispute resolution with the DEPARTMENT. The parties agree that this dispute resolution process shall precede any action in a judicial tribunal. Either party's request for a dispute resolution must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the SPONSOR's name, address, and WCC Agreement number;
- E. be mailed to the DEPARTMENT within thirty (30) days after the party could reasonably be expected to have knowledge of the issue(s) which are now in dispute.

XIII. INVOICE VOUCHERS:

Reimbursable expenditures under the terms and conditions of this contract shall in no event exceed the amount set forth herein. The SPONSOR shall reimburse the DEPARTMENT for services performed when submitted on a properly itemized voucher (Form A-19) in accordance with Section 9 "MAXIMUM BUDGET". Reimbursement shall be made by the SPONSOR within thirty (30) days of receipt of said voucher.

XIV. AMENDMENTS:

Changes in the scope of this contract which cause an increase or decrease in the cost of, or the time required for the performance of any part of the scope of work under this contract, shall be accomplished by written amendment and executed by both parties prior to implementation.

XV. SUBCONTRACTS:

The SPONSOR shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DEPARTMENT'S PROJECT LEADER.

XVI. RECORDS RETENTION:

Both parties shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the SPONSOR CONTRACT. These records shall be subject at all reasonable times to inspection, review, or audit by duly authorized personnel for six years after the contract end date.

XVII. SPECIAL TERMS AND CONDITIONS:

Special terms and conditions of this contract contained in the box below are not are made a part of this contract (requires initials).

Department Sponsor

XVIII. ENTIRE CONTRACT

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the DEPARTMENT or its agents or employees that is not contained in this written contract shall be valid or binding. No alteration, addition, or modification of any of the terms or conditions of this contract shall be effective if not in writing and signed by the authorized representatives of the SPONSOR and the DEPARTMENT.

SIGNATURES:

SPONSOR

BY: *Sally Pugh*

TITLE: *Wetland Ecologist*

DATE: *July 13, 2009*

DEPARTMENT

BY: _____

TITLE: *Field Operations Coordinator*

DATE: *8/30/09*

Pre-Approved as to Form by the Assistant Attorney General