

## PO TERMS AND CONDITIONS FOR GENERAL SERVICES

The following terms and conditions apply to all procurement of Services by or on behalf of the City unless specifically provided on the Purchase Order and/or incorporated by reference herein.

### 1. SCOPE OF SERVICES:

1.1. Vendor shall perform and complete the Services described on the front of this document or reasonably inferable there from.

1.2. As part of the Services, the Vendor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated in the Services including, but not limited to, materials, equipment, labor, transportation, tools, appliance, fuel, power, light, heat, transportation, telephone, water, sanitary facilities, temporary facilities, utilities, and all other facilities and incidentals.

### 2. TERM:

2.1. Vendor will begin providing Services upon issue date of the Agreement and will complete Services on the expiration date printed on the front of this document or upon satisfactory completion of the services described herein and final payment by the City.

2.2. Vendor shall not initiate, or otherwise begin any service covered by this Agreement until notification to proceed is provided by the City.

2.3. Prior to the expiration of the term of this Agreement, or any renewal or extensions thereof, the City may, in its sole discretion, renew the Agreement for additional term(s) upon the same terms and conditions.

### 3. COMPLIANCE WITH LAWS:

3.1. The Vendor shall comply with all current federal, state, and local laws and ordinances applicable to the Services performed under this Agreement, including where applicable Bellevue City Code.

3.2. Governing Law. This Agreement will be governed by the laws of Washington and its choice of law rules. The Vendor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

4. **PERMITS AND FEES:** The Vendor shall apply and pay for any required permits, licenses, inspections and other such fees required for the proper execution and completion of the Services.

### 5. WORKSITE CONDUCT:

5.1. All workers shall act in a professional manner. The Vendor shall enforce proper discipline and decorum among all workers.

5.2. The Vendor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances and codes.

5.3. The Vendor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Vendor, their Subcontractor(s) or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

5.4. During the performance of the Services, Vendor shall at all times keep the Site and such streets, highways, and roads, and properties which it may utilize free from waste materials, debris and/or rubbish. If accumulation of such materials, debris or rubbish creates a nuisance or safety hazard or is otherwise

objectionable in any way, as reasonably determined by City, Vendor shall promptly remove them.

5.5. At the completion of the Services, the Vendor shall remove all materials, debris and/or rubbish, from and about the work area. If the Vendor fails to clean up as required by this Agreement, the City may do so, and the costs associated with such cleanup shall be charged to the Vendor.

### 6. STANDARD OF PERFORMANCE

6.1. Vendor warrants and guarantees to the City that the Services shall be performed in a manner consistent with a high standard for services of a similar nature and in a professional and workmanlike manner in accordance with industry standards.

6.2. Vendor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of the Services.

7. **PREVAILING WAGES:** This Agreement may be subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. No worker, laborer or mechanic employed in the performance of any parts of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Prior to making any payment under this Agreement, the City must receive an approved copy of "Statement of Intent Pay Prevailing Wages" from the Vendor. Following the final acceptance of services rendered and prior to final payment, the Vendor shall submit the approved copy of the "Affidavit of Wages Paid".

8. **INSURANCE:** The Vendor shall maintain insurance as described on the front of this document.

### 9. INDEMNIFICATION:

9.1. The Vendor shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Vendor, its officers, employees, and/or agents in performing this Agreement. The Vendor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Vendor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Vendor.

9.2. The City shall protect, defend, indemnify, and save harmless the Vendor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the City, its officers, employees, and/or agents in performing this Agreement. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Vendor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Vendor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to

enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

9.3. The Vendor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Vendors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Vendor's breach of any obligations, representations, or warranties under the Agreement, (b) the Vendor's outside business activities, or (c) the infringement or misappropriation by the Vendor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results or any claim of the same.

**10. RESPONSIBILITY OF VENDOR:**

10.1. Nondiscrimination/Affirmative Action. The Vendor agrees not to discriminate against any employee or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupation qualification.

10.2. Independent Vendor. The Vendor is and shall be at all times during the term of the Agreement an independent contractor and not an employee of the City. Any and all employees of the Vendor, while engaged in the performance of any Service required by the Vendor, shall be considered employees of the Vendor only and not of the City. Any and all claims that may arise on behalf of said employees or a third party, while so engaged, shall not be the obligation of the City.

**11. CLAIMS:** Any claim against the City for damages, expenses, costs or extras arising out of the performance of this Agreement must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment.

**12. SAVINGS CLAUSE:** If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court, the remaining parts or portions of this Agreement shall remain in full force and effect.

**13. TERMINATION:** The City may terminate the Agreement and take possession of the premises and all material thereon and finish the Services by whatever methods it may deem expedient by giving 10 days written notice. In the event this Agreement is terminated by the City pursuant to this paragraph, the Vendor shall not be entitled to receive any further amounts due.

**14. NON WAIVER OF RIGHTS:** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.

**15. ENTIRE AGREEMENT:** This Agreement, together with any applicable Washington State Agreement, attachments and/or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. In the event there is a conflict between the Washington State Contract and this Agreement or this Agreement provides the City greater rights or obligations, this Agreement shall control. This Agreement may be amended, modified, or added to only by written instrument properly executed by both parties.

**16. FINAL COMPLETION AND PAYMENT:**

16.1. Vendor shall maintain time and expense records, which may be requested by the City. The Vendor shall submit invoices to the City for payment for work performed. All invoices must reference the City's Purchase Order number. Invoices shall be in a format acceptable to the City.

16.2. The City shall pay all invoices from the Agreement by mailing a City warrant within 30 days of receipt of a properly complete invoice including compliance with all required and applicable public works and prevailing wage processes.

16.3. All records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Vendor shall promptly make copies available to the City upon request.

16.4. If during the course of the Agreement, the Services performed do not meet the requirements set forth in the Agreement, the Vendor shall correct or modify the Services to comply. The City has the right to withhold payment for such work until Vendor fulfills the requirements of the Agreement.