

**CONTRACT AGREEMENT FOR
BETWEEN UNIVERSITY OF WASHINGTON
AND
Lewis & Clark Traffic Control & Security LLC
Contract Number CW2245112**

This Agreement ("contract") is between University of Washington, ("UW" "Customer", "Purchaser", or "Owner") and Lewis & Clark Traffic Control & Security LLC ("Contractor" or "Supplier") collectively the "Parties".

Whereas the University conducted an open, competitive acquisition process and issued Request for Proposal UWPD0822DLR, for Police Officer Services and Traffic Control dated August 16, 2022.

Whereas Lewis & Clark Traffic Control & Security LLC submitted a timely response, and

Whereas, the University has determined that entering into a contract with Lewis & Clark Traffic Control & Security LLC as a secondary Contractor to provide services as needed will meet the needs of the University and be in its best interests.

Now therefore, the University hereby awards to Lewis & Clark Traffic Control & Security LLC this Contract for Secondary Security Guard Services and Traffic Control for the University for the term of this Contract in accordance with the terms and conditions of the Request for Proposal number UWPD0822DLR, issued August 16, 2022, and the terms and conditions stated herein. In the event the primary Supplier is unable to provide the required number of personnel to UW, the University will make requests to Contractor for supplemental services and/or additional personnel, and the University will make best effort to make the requests at least two (2) working days from date of event. The Contractor will make best effort to provide the requested services. The Contractor shall not be liable for any damages in case of its failure to provide the requested services within the requested time stated above.

In the event of conflicts between the terms and conditions referenced in this Contract and other documents referenced herein, the following priorities shall apply and are incorporated into this document as referenced:

1. Applicable Federal and State of Washington and local statutes and regulations.
2. Terms and Conditions of this Contract
3. Exhibit 1: University of Washington General Terms and Conditions, attached herein
4. Terms and Conditions of the UWPD0822DLR, issued August 16, 2022, including any addenda, incorporated by reference
5. Lewis & Clark Traffic Control & Security LLC response dated Sept. 1, 2022, incorporated by reference

TERM OF AGREEMENT

This Master Services Agreement is a fixed term agreement. The initial term of the resulting contract(s) awarded shall be effective as of the date of the last signature and shall end July 31, 2027. The term of the contract may be extended by three (3) additional one (1) year renewals.

Extensions shall be based on mutual agreement with the Supplier. The University reserves the right to extend the contract, on a month-by-month basis, beyond the expiration of the contract at the then current rates to

facilitate establishment of a new contract.

SCOPE OF WORK

Lewis & Clark Traffic Control & Security LLC to provide services as set forth in:

- The University's Request for Proposal UWPD0822DLR, issued August 16, 2022, including all published addenda, and
- Lewis & Clark Traffic Control & Security LLC's response dated September 1, 2022.

COMPENSATION AND PAYMENT

Pricing for services under this Contract as outlined in the original RFP and related addenda and by Supplier response, incorporated by reference.

Retired Police Officers: \$120 per hour. Minimum 4 hours.

Payment shall be made in accordance with Service Providers quote/estimate for each individual project awarded to Service Provider as outlined in the RFQQ response, incorporated by reference.

INSURANCE REQUIREMENTS

As specified in UWPD0822DLR, issued August 16, 2022, including all published addenda.

PUBLIC DISCLOSURE / PROPRIETARY INFORMATION

UW is subject to RCW 42.56 (the Public Records Act).

Any document(s) or information which the Supplier provides to UW in performance of this contract, that Supplier believes is exempt from public disclosure shall be clearly identified and labeled as "Proprietary Data" along with a statement of the basis for any such a claim of exemption. The UW's sole responsibilities shall be limited to maintaining the above data in a secure area and for a period of five years from the expiration of this contract, to notify Supplier of any request(s) for disclosure. Suppliers' failure to so label such materials or failure to provide a timely response after notice of request for public disclosure has been given, shall be deemed a waiver by the Supplier of any claim that such materials are, in fact, exempt. Confidentiality is available only to the limited extent allowed under state law.

BILLING PROCEDURES AND PAYMENTS

In general, and subject to revision based on needs of the University of Washington's procurement systems, Service Provider will submit properly itemized invoices, as attachments to the electronic invoices and send a copy of the invoice to the client at UW.

UW will not prepay for any project prior to completion, including postage costs. Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of Materials or Services or thirty (30) calendar days after the submittal of the properly prepared invoices.

Incorrect or incomplete invoices will be rejected by Purchaser. Service Provider shall be responsible resubmitting amended invoice.

The UW Contract number **CW2245112** and any UW issued Purchase Order number for work under this agreement shall appear on all invoices.

If Purchaser fails to make timely payment, Service Provider may invoice Purchaser one percent (1%) per month

on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Service Provider’s bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the services or receipt of Service Provider’s properly prepared invoice, whichever is later.

AMENDMENT

This agreement may be altered, amended, or waived only by mutual agreement of both parties in writing, signed by both parties, and attached as an addendum to this agreement.

CONTACT INFORMATION

All issues concerning the Contract should be directed to:

For University of Washington

Lynn Magill
UW Procurement Services
4300 Roosevelt Way NE. Box 354967
Seattle, WA 98105
Telephone Number
Email address: lmagill@uw.edu

Lewis & Clark Control & Security LLC

Gary Moore
Lewis & Clark Traffic Control & Security LLC
10302 Lakeview Ave SW, Unit 50
Lakewood, WA 98499
Telephone Number 907-319-8910
Email Address: gary@lewisandclarktcs.com

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties.

CONFORMANCE

If any provision of this contract violates any statute, regulation, or rule of law, it is considered modified to conform to that statute, regulation, or rule of law

QUALITY

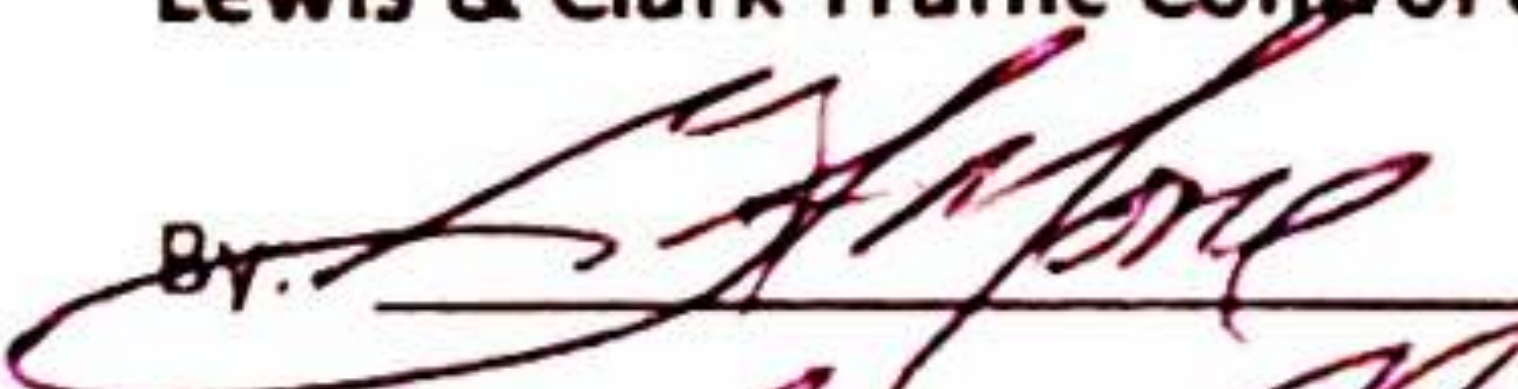
Acceptance of all work is at the discretion of UW. UW will evaluate quality of product on individual jobs that have been quoted, produced and delivered by Service Provider to UW and UW has the option of rejecting any work solely at the discretion of UW.

APPROVAL

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

Agreed and accepted:
Lewis & Clark Traffic Control & Security LLC

Agreed and accepted:
University of Washington

By: 
Name: GARY MOORE
Title: Owner/CEO

By: _____
Name: Lynn Magill
Title: _____
Digitally signed by Lynn Magill
Date: 2022.10.04 13:29:51 -07'00'

Date: 10/4/2022

Date: _____