

RESOLUTION NO. 08-517

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
ACCEPTING BIDS, AWARDING BIDS, AND AUTHORIZING  
THE PURCHASE OF NEW OFFICE FURNITURE**

**WHEREAS**, the City has identified a need for new office furniture to outfit the City's new Community Development and City Hall buildings; and

**WHEREAS**, advertisement was made for bids on April 29, 2008, with bids closing on May 14, 2008; and

**WHEREAS**, the City received bids from O'Bryon and Associates, Office Depot, and Complete Office; and

**WHEREAS**, after staff review of bids it was determined that O'Bryon and Associates bid was the only one which met the City's requirements and needs;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

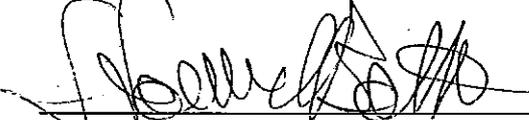
**Section 1.** Bids are hereby accepted for the purchase of new office equipment.

**Section 2.** Bid is awarded to O'Bryon and Associates.

**Section 3.**The Mayor is authorizing to execute an agreement with O'Bryon and Associates for the purchase of new office furniture, as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF JUNE, 2008.**

CITY OF BLACK DIAMOND:

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

## CITY OF BLACK DIAMOND PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), for reference purposes only, is dated June 05, 2008 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")  
P.O. Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010

Contact: Andy Williamson Phone: 260 886-2560 ex 215 Fax :

and

O'Bryon & Associates ("Vendor")  
12940 195th Place NE  
Woodinville, WA 98073

Contact: D. Patrick O'Bryon Phone: 425.861.1330 Fax: 425. ~~867.8958~~ 307.3888

Tax Id No.: 20-1321570

1. **Items and Services to be Provided by Vendor.**

1.1 Vendor shall provide the items and services set forth in Exhibit A attached hereto, in accordance with the specifications set forth in Exhibit B attached hereto.

1.2 Vendor shall be responsible for delivery, installation and initial adjustment of all items purchased under this Agreement.

2. **Schedule.** All items shall be delivered within four weeks of the date of this Agreement, unless a later delivery date is agreed to by the City in writing.

3. **Purchase Price.** The purchase price for all items and services provided under this Agreement shall be a lump sum of \$70,046.06 plus sales tax of \$6,023.96, for a total of \$76,070.02.

4. **Standard Terms and Conditions.** This Agreement includes the standard terms and conditions attached hereto as Exhibit C.

5. **Payment.**

5.1 Payment will be made by City warrant within thirty (30) days of receipt of a correct invoice for items that have been delivered and installed in accordance with the terms of this Agreement

5.2 Vendor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Vendor shall make copies available to the City on request.

5.3 If the items provided or services rendered do not meet the requirements of the Agreement, Vendor will correct or modify the items or work to comply with the Agreement. The City may withhold payment for such items or work until the items or work meets the requirements of the Agreement.

6. **Storage.** Vendor agrees to stage and store items for up to 60 days with no storage charges to the City.

7. **Purchase of Additional Items.** The City may purchase additional items at the unit prices set forth in Exhibit A for a period of one year from the date of this Agreement, on the same terms and conditions as this Agreement, except Vendor reserves the right to pass on to the City any addition fuel surcharges on additional furniture assessed by the manufacturer. Vendor shall provide written documentation from the manufacturer within ten days of notification to Vendor.

8. **Discrimination and Compliance with Laws.**

8.1 Vendor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

8.2 Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

8.3 Any violation of this Section 8 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Vendor's ineligibility to conduct further work for the City.

9. **Indemnification/Hold Harmless.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Vendor's performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

10. **Insurance.** The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with items and materials supplied to the City and work performed by Vendor under this Agreement.

10.1 Minimum Scope of Insurance. Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

10.2 Minimum Amounts of Insurance. Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

10.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Vendor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.5 Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

**11. Assigning or Subcontracting.** Vendor shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

**12. Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

13. Attorney Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

14. Extent of Agreement/Modification. This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties.

CITY OF BLACK DIAMOND  
By: [Signature]  
Howard Botts, Mayor

Date: 06-05-08

Attest:

By: [Signature]  
Brenda Steepy, City Clerk

VENDOR  
O'Bryon & Associates

By: [Signature]

Printed Name: D. Patrick O'Bryon  
Its: President

Date: 6-16-08

# EXHIBIT

" A "

## Quotation

oba

Estimate #
3135

Customer
City of Black Diamond Andrew Williamson 24301 Roberts Drive PO Box 399 Black Diamond, WA 98010

Ship To

Date	Terms	Rep
5/6/2008		

Item	Description	Unit Price	Quantity	Total
	BUILDING A	0.00		0.00
Trendway	Choices Freestanding Private Offices A, B, E, F are priced as drawn with a box/box/file pedestal and a file/file pedestal, overhead storage that is desk mounted with a 60" tasklight. Main Work Surface and Return is 30" deep x 84" Wide, Return is 102" x 30" and the credenza is 24" deep.	2,424.20	4	9,696.80T
Trendway	Office C is the Mail Room and has a sliding door 66" high for noise	1,175.83	1	1,175.83T
Custom	Office C Creative Woodcraft Millwork for Building A. Paper Management/Printer Center to be 84" x 34" with hinged door storage, see drawing Building A Mail Room	2,876.15	1	2,876.15T
Trendway	Office D to include 66" High Sliding Door with a workstation that is 7' x 7' with 42" wide storage cabinet above the credenza with tasklight and a box/box/file and file/file storage unit. All worksurfaces are 24" deep.	3,039.74	1	3,039.74T
Trendway	Office G and I have an overall foot print of 7' x 7' with a box/box/file and a file/file pedestal/storage. All worksurfaces are 24" deep and a overhead storage cabinet 60" wide across the back/credenza.	1,824.37	2	3,648.74T
Trendway	Office H Reception is 30" x 66" Desk with a 24" x 48" Return with a box/box/file and file/file pedestal	826.32	1	826.32T
		<b>Subtotal</b>		
		Sales Tax (8.6%)		
		<b>Total</b>		

Signature \_\_\_\_\_

# Quotation

oba

Estimate #
3135

<b>Customer</b>
City of Black Diamond Andrew Williamson 24301 Roberts Drive PO Box 599 Black Diamond, WA 98010

<b>Ship To</b>

P.O. Box 599, Black Diamond, WA 98010

Date	Terms	Rep
5/6/2008		

Item	Description	Unit Price	Quantity	Total
Trendway	<b>BUILDING B</b> Choices Systems/Cubicles in the Center of the Room Panel systems height to vary from 84" around the conference area to 62" between work stations. Spline Wall behind the Reception and Plan Table is to be 84" High. All work surfaces are 24" deep. Each work station has a Box/Box/File and a File/File, overhead locking storage and Task lights.	14,073.34	1	14,073.34T
Trendway	Choices Freestanding Office Furniture, offices to include 30" Deep Work Surfaces. Overhead Storage is Locking With Tasklight. Each office to have Box/Box/File and a File/File pedestal/Storage. All overhead cabinets are desk mounted	2,021.4925	8	16,171.94T
Custom	Creative Woodcraft Millwork For Building B Plan Counter to be 42" x 120" with Box and File Drawer Storage as Drawn. Plan Files and Flat File Storage Provided, See Drawing Building B Plan Counter.	2,073.45	1	2,073.45T
Custom	Creative Woodcraft Millwork For Building B Paper Management/Printer Center to be 8' x 6' with a hutch and hinged door storage below, see drawing Building B Mail Room	3,983.60	1	3,983.60T
SEATING FOR BUILDINGS A & B				
		<b>Subtotal</b>		
		Sales Tax (8.6%)		
		<b>Total</b>		

Signature \_\_\_\_\_

# Quotation

oba

Estimate #
3135

<b>Customer</b>
City of Black Diamond Andrew Williamson 24301 Roberts Drive PO Box 599 Black Diamond, WA 98010

<b>Ship To</b>

Date	Terms	Rep
5/6/2008		

Item	Description	Unit Price	Quantity	Total
TZ0134	Trendway TZ Chair with Black Fabric Pneumatic Seat Height Adjustment, Back Height Adjustment, Independent Back Angle Adjustment, Independent Seat Angle Adjustment, Free Floating Seat with Infinite Tilt Lock. Forward Seat Tilt of 6 degrees, Tilt Tension Control, Forward Seat Lock out	176.92762	21	3,715.48T
TV455	Trendway TV Series Side Chair with Arms and Glides. Chair Price Reflects Grade 1 or 2 Fabric	125.71808	26	3,268.67T
Delivery and Installation	Delivery and Set Up to be preformed during normal business hours. Space must be free and clear for installers. Installers are responsible to remove all trash. oba is responsible to provide electrician to power up the 3ea. cubicles with 2 power poles in Building B	5,496.00	1	5,496.00T

<b>Subtotal</b>	\$70,046.06
<b>Sales Tax (8.6%)</b>	\$6,023.96
<b>Total</b>	\$76,070.02

Signature \_\_\_\_\_

D'BRYON & ASSOCIATES

WA - 98072

# EXHIBIT " B "

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## City of Black Diamond Contract Product Specifications

### I. WARRANTY

- Trendway warrants, to the original purchaser, that the products described in its price lists will be free from defects in materials and workmanship commencing with the date of the initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:
  - i. 10 years on electrical components
  - ii. 10 years on Multi-Purpose Seating, Guest Side Chairs and Stack Chairs
  - iii. 5 years on drawer slides, system textiles, finishes
  - iv. 5 years on Seating Trim, Surface Trends, Foam and Arm Pads
- Creative Woodcraft's limited lifetime warranty applies only to the original purchaser. The product is to be free of flaws in engineering, materials and workmanship for the life of the product. Drawer suspension is covered for 6 years.

### II. POWER

- Power access is in the base of the panels.
- Panel System offers choice of both shared neutral and separate neutral wiring schematics.
- Panel System uses modular electrical components that are U.L. rated for use in component furniture proposed (U.L. 1286).
- The same modular electrical components that are used in the furniture can also be run under raised floors, through walls and in dropped ceilings.

### III. CABLING

- In routing cables horizontally from panel to panel, cables will not pass in front of the vertical slotted channels on the panel frame

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- Panel System allows lay-in cabling into the base.
- Off-module panel attachment does not block access to lay-in cabling area.
- Standard work surface options include cableway openings (grommets) so that larger cable connections can pass through the work surface.

#### IV. PANELS

- Panels are Monolithic in design and provide Acoustical Sound Deadening Material
- Panels are available in 7 heights 30, 36, 42, 48, 54, 62, 66 and 84 inches
- Panels are available in 8 widths 12, 18, 24, 30, 36, 42, 48 and 60 inches
- Glass panels, full or partial height, are available within the system.

#### V. OVERHEAD STORAGE

- Panel mounted upper storage cabinets and shelves have a minimum 1" rear lip to prevent soiling and damage to the panels.
- Panel mounted upper storage has a usable shelf depth of 12-5/8" to allow for the use of all types of 4" binders and which allows the door to fully close without pushing binders into the panel surface.
- Overhead cabinet doors have a lip on the underside that acts as a pull, thus eliminating the need for the user to grip.
- Shelf lights recess into the bottom of overhead cabinets and shelves.

#### VI. WORKSURFACES

- Work surfaces shall be a balanced construction of a laminate top and a backer underside surrounding a core of particle board with a 3mm PVC edge.
- All surfaces are adjustable in 1" increments.

#### VII. PEDESTALS AND FILES

- All drawers within the pedestal and lateral file shall be lockable with one lock.
- Leveling glides are standard to adjust height on uneven floors.
- The pedestals are available in nominal 22" and 28" depths.

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- Drawer fronts are metal construction not plastic.
- Lateral files are available in 30" & 36" widths for 2 drawer cabinets and 30", 36", 42" widths for 3 to 5 drawer configurations. Files are available with matching finishes and hardware to the systems furniture.
- All files taller than a two drawer cabinet will include counter balance weights

## VIII. INSTALLATION

- Product requires a rubber mallet, cordless drill and a panel tool. The tool will be provided to the City of Black Diamond at no additional cost.

## IX. LIGHTING

- Lights have an easily accessible on-off switch.
- Shelf lights allow for tool free installation under overhead cabinets and shelves.
- Shelf lights are concealed under the shelf and the overhead storage cabinet.
- Shelf lights are shipped with lamp.

## X. FREESTANDING FURNITURE

- Freestanding furniture units such as desks, returns and credenzas are part of the proposed series of Panel System.
- Overhead Storage will connect to the desk top and not the wall
- Freestanding units have leveling glides to allow for installation on uneven floors.

## XI. FINISH MATERIALS

- There are 6 colors to choose from with 2 different options of texturing, smooth and textured.
- Laminate Work Surfaces have 41 laminate options
- oba is offering Grade 1 and Grade 2 fabric options for the same price.

## EXHIBIT C

### CITY OF BLACK DIAMOND STANDARD TERMS AND CONDITIONS

#### INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF BLACK DIAMOND AND THE POLICIES AND ORDINANCES OF THE CITY OF BLACK DIAMOND AND THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the City.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the City with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS** Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items are received, whichever is later.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the City.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.

16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

17. **NONDISCRIMINATION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

18. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in King County.

19. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**