

ORDINANCE No. 112087

*Law Department*

COUNCIL BILL No. 101613

The City of

AN ORDINANCE relating to the Municipal Building Cafeteria; amending Seattle Municipal Code Section 3.18.100 (part of Section 1, Ordinance 100174 as amended); and Subsection 3.18.120 B (part of Section 3, Ordinance 100174 as amended); and authorizing issuance of a request for proposals for operation of the Municipal Building Cafeteria.

REC'D CIVIC DEC 24 1984

*WP*

Honorable President:

Your Committee on City

to which was referred the within report that we have considered the

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COMPTROLLER FILE No. \_\_\_\_\_

Introduced: <b>NOV 19 1984</b>	By: <b>EXECUTIVE REQUEST</b>
Referred: <b>NOV 19 1984</b>	To: <b>City Operations</b>
Referred:	To:
Referred:	To:
Reported: <b>DEC 24 1984</b>	Second Reading: <b>DEC 24 1984</b>
Third Reading: <b>DEC 24 1984</b>	Signed: <b>DEC 24 1984</b>
Presented to Mayor: <b>DEC 24 1984</b>	Approved: <b>JAN 3 1985</b>
Returned to City Clerk: <b>JAN 3 1985</b>	Published:
Vetoes by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: <b>OK</b>

*0*

Department

# The City of Seattle--Legislative Department

## REPORT OF COMMITTEE

Date Reported  
and Adopted

President:

Committee on

*City Operations*

was referred the within Council Bill No.

*104642*

that we have considered the same and respectfully recommend that the same:

*Do Pass*

*Janette Williams*

Committee Chair

NOV 7 1984

Douglas N. Jowett  
CITY ATTORNEY

ORDINANCE 112087

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2  
3 AN ORDINANCE relating to the Municipal Building Cafeteria; amending Seattle  
4 Municipal Code Section 3.18.100 (part of Section 1, Ordinance 100174 as  
5 amended); and Subsection 3.18.120 B (part of Section 3, Ordinance 100174  
as amended); and authorizing issuance of a request for proposals for  
operation of the Municipal Building Cafeteria.

6 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

7 Section 1. Seattle Municipal Code Section 3.18.100 (part of Section 1,  
8 Ordinance 100174 as amended by Section 8, Ordinance 109129) is amended as  
9 follows:

10 Responsibility for the operation of a cafeteria on the  
11 second floor of the Seattle Municipal Building is  
12 vested in the Director of Administrative Services and  
13 the Director is authorized to ~~((solicit bids and exe-~~  
~~cuts for and on behalf of the city))~~ enter into and  
administer such agreements as are authorized by ordi-  
nance ((from time to time)) providing for the fur-  
nishing ~~((by a qualified, independent contractor))~~ of  
cafeteria meals and related food services.

14 Section 2. Seattle Municipal Code Section 3.18.120 B (part of Section  
15 3, Ordinance 100174 as amended by Section 10, Ordinance 109129) is amended  
16 as follows:

17 The Committee shall meet and organize in accordance  
18 with such rules as it adopts for its own government,  
19 and shall consider such written complaints pertaining  
20 to the operation of the cafeteria as come before it and  
21 shall consult with and advise the Director of Adminis-  
trative Services as to any such complaints and make  
recommendations for changes in food preparation, item  
selection or food service. ~~((and in accordance with the  
agreement authorized in Section 3.18.150 shall make  
such reasonable rules and regulations as may be neces-  
sary for the orderly use of the cafeteria.))~~

22 Section 3. As requested by the Director of Administrative Services and  
23 recommended by the Mayor in the attachments hereto, the Director of Adminis-  
24 trative Services is hereby authorized to request proposals for operation of  
25 the Municipal Building Cafeteria, substantially in the form of the request  
attached hereto and labeled Exhibit "1".

26 Section 4. Any action consistent with the authority and prior to the  
27 effective date of this ordinance is hereby ratified and confirmed.  
28

(To be used for all Ordinances except Emergency.)

Section 5.... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 24<sup>th</sup> day of December, 1984,  
and signed by me in open session in authentication of its passage this 24<sup>th</sup> day of  
December, 1984. [Signature] of  
President of the City Council.

Approved by me this 3<sup>rd</sup> day of January, 1985.  
[Signature] Mayor.

Filed by me this 3<sup>rd</sup> day of January, 1985.

Attest: [Signature]  
City Comptroller and City Clerk.

(SEAL)

Published.....

By [Signature]  
Deputy Clerk.

827229

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Your  
Seattle  
Department of Administrative Services



George Pernsteiner, Director  
Charles Royer, Mayor

September 25, 1984

COPY OF WITHIN RECEIVED

OCT 10 1984

Douglas N. Jewett  
CITY CLERK

City Council  
City of Seattle

VIA: Gary Zarker, Budget Director

Honorable Councilmembers:

SUBJECT: Request for Proposals for Operation of the Municipal Building Cafeteria

The Municipal Building Cafeteria is managed by the Department of Administrative Services (DAS) and is currently operated by Quality Food Systems under an agreement which was originally executed in April, 1979, and was subsequently extended through December 31, 1984. This agreement provides for payment to the City by the Operator of two and one-half percent (2½%) of the gross Cafeteria revenue, which amount is intended to offset City maintenance and utility costs. The revenue paid to the City during the eighteen-month period of January, 1983 through June, 1984, amounted to \$4,265.55 but during that same period, City maintenance costs totalled \$9,252.96. The City's net costs for that period were \$4,987.41 (\$3,324.94 on an annual basis) for maintenance alone. This figure does not include DAS management costs, janitorial costs, or utilities which are not separately metered.

Additionally, the above costs reflect only minimal maintenance to City equipment required to keep the Cafeteria operational, and do not include any provision for preventative maintenance programs or replacement of equipment which, for the most part, has been in use since the building was constructed. Due to the condition of the equipment, we expect that maintenance costs will continue to escalate and that Cafeteria service will be subject to interruption due to equipment failure, unless substantial renovation occurs.

To assist in our evaluation of the Cafeteria operation, the drafting of a new food services agreement, and renovation plans, we have contacted representatives of the food service industry, as well as other governmental entities which operate similar facilities, to solicit their input and recommendations. We also have contracted with a consultant to provide recommendations for renovation and redesign of the Cafeteria. Based on these contacts and on our consultant's report, the following conclusions can be made: 1) due to the size limitations of the facility, the building population, and competition from nearby restaurants as well as from the snack bar on the first floor, the Cafeteria is a marginal operation with minimal potential for profit for the operator, 2) without substantial renovation, maintaining a reasonable level of service to Cafeteria patrons will be very difficult, due to repeated equipment failure, and 3) without renovation, there may be little or no interest by food service firms in contracting with the City to operate the Cafeteria.

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Presuming then that the City wishes to continue providing its employees with good quality, low cost cafeteria meals, and recognizing that the low potential for profit will necessitate continued financial support for the Cafeteria by the City, we have sought to develop a Request for Proposals (RFP, draft attached) which would reduce City support and expenses in the form of equipment maintenance and replacement, yet would attract proposals by providing the potential operator with the ability to recover initial investment, pay for administration and overhead, and retain a small margin of profit. At the same time, the RFP would allow the proposers to utilize their expertise in the food service industry to recommend to the City, through an alternative proposal, an agreement which would best serve the interests of the City and its employees.

In conjunction with development of an RFP, DAS is developing plans for Cafeteria renovation. The 1985 Proposed Budget/Capital Improvement Program includes the funds which the consultant concluded were necessary to bring the cafeteria up to an acceptable standard. New kitchen equipment would be acquired and the dining area reconfigured and redecorated. Finalization of these plans will be dependent upon budget availability, the response to the proposed RFP, and the extent, if any, to which potential operators would be willing to participate in renovation.

This department, under the Seattle Municipal Code (Ordinance 109129, as last amended) is "authorized to solicit bids and execute for and on behalf of the City agreements authorized by ordinance from time to time providing for the furnishing by a qualified, independent contractor of cafeteria meals and related food services." However, the proposed RFP process, as opposed to the solicitation of bids, would provide us with the flexibility necessary to negotiate an agreement which would best respond to the needs of the City. Therefore, we hereby request enactment of the legislation required to amend the Municipal Code to authorize an RFP and to authorize the Director of Administrative Services to proceed with an RFP based on the attached draft. Upon the recommendation of the Law Department we also request enactment of the legislation required to amend the Municipal Code as it relates to the Cafeteria Advisory Committee, deleting reference to a previously deleted section of the Code.

It is this department's recommendation that the attached legislation is in acceptable form and we respectfully request that it be approved at the earliest opportunity.

If you have any questions regarding this matter, please contact Mary Winge of our Property Management Section at 4809.

Sincerely,



George Pernsteiner  
Director

GP:mw:kjk

Attachment

EXHIBIT "1"

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
PROPOSAL INSTRUCTIONS

COPY OF WITHIN RECEIVED

NOV 7 1984

Douglas M. ...  
CITY ATTORNEY

I. General Instructions

1. Delivery of Proposals

Proposers are advised that all proposals must be delivered to the address specified in the attached Request for Proposal by no later than the time and date specified in the RFP. Late proposals may be deemed non-responsive and rejected.

2. Completeness of Proposals

All proposals must include complete responses to all proposal requirements, which are: (a) general information, (b) reputation, experience, and resources, (c) staffing, (d) menus, (e) budget and accounting procedures, (f) Food Services Agreement, and (g) Contract Compliance forms as required by Ordinance 101432, as amended. Requirements are further described in Part II, Proposal Requirements. Proposals which do not fully address all aspects of the requirements may be deemed non-responsive and rejected.

Proposers may submit alternative proposals which require modification of the Food Services Agreement, provided that the alternative proposal fully addresses all proposal requirements. Alternative proposals will be considered by the City, provided that all modifications are justified and are in the best interests of the City.

3. Evaluation Criteria

Proposals will be evaluated according to the following criteria:

- |   |           |
|---|-----------|
| a. Reputation, experience, and resources.                                   | 25 points |
| b. Staffing, including manager's qualifications.                            | 20 points |
| c. Menu prices and portion sizes.   | 20 points |
| d. Menu variety and quality.  | 20 points |
| e. Budget and accounting procedures, including proposed percentage payment. | 15 points |

Additional criteria may be utilized in the evaluation of alternative proposals.

## II. Proposal Requirements

All proposals must fully respond to each of the requirements and must be sufficiently clear and organized to allow the City to readily evaluate the proposal. Proposal documents should be organized according to the format indicated below.

### 1. General Information

- a. Give proposer's, address, and telephone number.
- b. Give name, title, and telephone number of the person with authority to negotiate and execute the agreement.

### 2. Reputation, Experience and Resources

- a. State proposer's experience in operating similar cafeteria-type facilities. List current and past clients' names and addresses and specify for each the appropriate contact person(s), telephone number(s), term of contract(s), type of contract(s) (fee, profit and loss, etc.), and annual gross.
- b. Indicate available financial or other resources which demonstrate ability to perform contracted services. Include a copy of proposer's most recent annual report (if any) and any other pertinent information.

### 3. Staffing and Manager Qualifications

- a. Provide a proposed staffing chart for operation of the facility. Specify the proposed number of employees by position classification, each employee's daily and weekly hours, hourly wages, annual payroll cost.
- b. Provide a resume summarizing the proposed on-site manager's experience and qualifications.
- c. Provide a description of available office support and supervision which will supplement on-site staff.

### 4. Menu Prices and Portion Sizes

- a. Provide a complete price and portion list which includes all items on proposed menus. Indicate portion size by ounce, slice, or other applicable measure. Indicate procedure for establishing portion size and price.
- b. Indicate extent, if any, of proposer's intended use of disposable serving dishes and utensils.

## II. Proposal Requirements Cont...

### 5. Menu Variety and Quality

Indicate proposed menu cycles, daily menu pattern, and policy regarding promotional events, merchandising methods, and featured specials.

### 6. Budget and Accounting Procedures

- a. Provide a projected annual budget, utilizing sample Profit and Loss Statement format (Exhibit "B" to Food Services Agreement). Base the projected budget on the number of annual regular City working days (250 days in a typical year). Provide a written explanation of how each entry was estimated.
- b. Describe proposer's inventory and accounting procedures and fiscal controls.

### 7. Food Service Agreement

Include a signed Food Services Agreement (copy attached). Complete all blank items, including those under 14. "Consideration", and 30. "Notices". If an alternative proposal which would require altering any of the terms and conditions of the Food Services Agreement is submitted, i.e., Operator assuming responsibility for equipment maintenance and repair, equipment replacement, Cafeteria renovation, additional janitorial services, or any other additional services, note all required changes.

### 8. Contract Compliance Under Ordinance 101432, as Amended

Include completed Contract Compliance forms (attached) as required by Ordinance 101432, as amended:

- a. Sworn Statement for Compliance with Section 4, Ordinance 101432, as amended.
- b. Local Manpower Report.
- c. Estimated Projected Employment Profile.

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
FOOD SERVICES AGREEMENT

THIS FOOD SERVICES AGREEMENT is made by and between THE CITY OF SEATTLE, hereinafter called the "City," and \_\_\_\_\_, hereinafter called the "Operator." The Operator's proposal dated \_\_\_\_\_, 19\_\_\_\_, is attached hereto and by this reference is incorporated in this Agreement.

The parties hereto agree as follows:

1. TERM

The term of this Agreement shall begin \_\_\_\_\_, and shall continue for a period of three (3) years, unless this Agreement is terminated sooner as provided herein. This Agreement may be renewed for up to two (2) additional one (1)-year terms by written request from the Operator to the City not later than ninety (90) days prior to the expiration of the initial term and for the second one-year renewal not later than ninety (90) days prior to the expiration of the first one-year renewal term, subject to approval in writing from the Director of Administrative Services.

2. PREMISES

The premises provided by the City under this Agreement consist of the following:

A portion of the Seattle Municipal Building located on Block 31, C. D. Boren's Addition, as recorded in Volume 1, page 27, Book of Plats, Records of King County, Washington, which portion may be described as a kitchen which occupies approximately 922 square feet and a dining area, including food and beverage counters, which occupies approximately 2,367 square feet, all in the northeast corner of the second floor of said building.

(hereinafter referred to as the "Premises").

3. OPERATION AND SERVICES

The Operator shall have exclusive right to operate a cafeteria-type restaurant at the Premises and, in connection therewith, to prepare and sell to employees, visitors, and guests of the City, food, nonalcoholic beverages, and other such products as the City may authorize.

4. MENUS

The Operator shall prepare, and serve on the Premises, wholesome and nutritious meals of quality and variety, in reasonable proportions.

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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The menu pricing and portion sizes as submitted in the Operator's proposal shall be binding upon the Operator unless a change in price, portion size, or items offered for sale is approved by the City. Requests for changes in price or portion size shall be documented by price comparisons in the industry, as well as by written statistical data reporting wage and benefit costs of the Operator.

5. HOURS

Cafeteria service shall be rendered on regular City working days and such other days as the City may specify. Service will be provided at least from 6:30 a.m. to 3:30 p.m. as follows:

Breakfast	6:30 a.m. to 10:30 a.m.
Morning break	10:30 a.m. to 11:30 a.m.
Lunch	11:30 a.m. to 1:30 p.m.
Afternoon break	1:30 p.m. to 3:30 p.m.

6. STAFFING

The Operator shall employ competent, courteous, and efficient staff in numbers sufficient to adequately serve its patrons. The Operator shall employ an experienced on-site manager, subject to the approval of the City, who shall have the necessary qualifications to effectively operate the cafeteria. The proposed staffing chart submitted in Operator's proposal shall be binding upon the Operator. Any change in number of employees or rates of wages and salaries are subject to approval by the City.

7. VENDING

The Operator shall not provide service through the use of vending machines except for not more than one (1) cigarette vending machine.

8. EQUIPMENT

- a. The City will furnish without charge to the Operator for use in providing food service in accordance with the terms of this Agreement the following types of equipment:

- Boosters, hot water
- Carts, dish
- Cold food holding equipment
- Conveyors
- Dish washing machines
- Disposers, waste
- Grills
- Freezers
- Fryers, deep well
- Hoods
- Ice makers
- Lowerators, dish
- Mixers, motor-driven

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Ovens  
Refrigerators  
Salad bars, mobile  
Sinks and lavatories  
Shelving, storage  
Slicers  
Steamers  
Tables, cook's, dish  
Tables and chairs, dining area  
Toasters  
Warmers  
Water stations  
Counters, cabinets and other food preparation or service equipment  
that is affixed to the Premises.

The City shall provide or secure repair and mechanical maintenance of the above-described equipment, as needed, but shall not be obligated to provide replacement equipment of the same or similar type during such repair or maintenance. The Operator shall take good, adequate, and reasonable care of said equipment but shall not be responsible for normal depreciation, wear, tear and obsolescence; the Operator shall be liable for loss or damage to said equipment as shall be caused by negligence or willful act of the Operator or its employees. The City shall not be liable for, and the Operator hereby waives, any and all claims that may arise or result from or be the consequence, direct or indirect, of such City repair or mechanical maintenance.

- b. The Operator shall provide food preparation and service equipment and utensils of the general character listed below and shall replace such equipment and utensils as required due to loss, wear, or obsolescence:

Ash trays  
Cash registers  
Chinaware and dishes  
Containers, cans, pans, bowls  
Dispensers, napkin, salt and pepper  
Glassware and beverage containers  
Inserts, steam table and counter  
Menu boards and lettering  
Racks, dishwashing - compatible with City equipment  
Scales, food preparation  
Sharpeners  
Silverware  
Trash receptacles  
Trays - compatible with City equipment  
Utensils and kitchenware

Standard methods of financial accounting shall be followed in depreciating said Operator-provided equipment, provided that the Operator shall depreciate as an operating expense on a straight-line basis over a three-year period the cost of the tableware and smallwares (china, glassware, silverware, containers, utensils, kitchenware, etc.) and shall depreciate over a five-year period the cost of the cash register(s).

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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9. UTILITIES AND OTHER SERVICES

The City will furnish, at no cost to the Operator, light, heat, power, gas, hot and cold water, and local telephone service. The Operator will make arrangements for and pay for trash and garbage disposal. All trash and garbage shall be removed from the Premises each day to an area designated by the City.

10. BUILDING MAINTENANCE AND REPAIR

The City, at no cost to the Operator, will maintain and repair the structural portions of the Premises, including all normal repairs to floors, walls, and ceilings; existing utility connections; heating and ventilation systems; and electrical lighting fixtures; provided that repairs occasioned by the negligence or willful act of the Operator or its employees shall be performed by the City and the cost thereof shall be charged to the Operator.

The City may make improvements or alterations to the Premises as it may deem necessary.

11. CLEANING AND JANITORIAL SERVICE

- a. The City shall provide janitorial services from the patron's side of the serving counters south through the dining area of the Premises.
- b. The Operator shall perform all cleaning of kitchen and food service areas, employee restrooms, kitchen and food service equipment (including cooking area exhaust screens and vents), serving utensils, food preparation and serving surfaces, and shall perform dining area table wipe-off during serving hours. Cafeteria patrons are expected to remove dishes, trays, and implements from the tables to a central point for washing and/or disposal. Operator shall provide bussing service to remove any remaining soiled dishes or implements from dining area. In addition, the Operator shall be responsible for all cleaning of an emergency nature in the dining area, such as, but not limited to, promptly removing all broken dishes, spilled food, and spilled liquids.

12. PEST CONTROL

The Operator shall maintain an effective program for the termination of rodents and vermin on the Premises.

13. VEHICLES, DELIVERIES

Vehicles of the Operator and its employees shall not be parked in the Fifth Avenue Plaza parking lot. Vehicles loading or unloading merchandise in connection with the Operator's business upon the premises, shall do so at the places, times and in a manner acceptable to the City.

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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14. LOST ARTICLES

Lost or misplaced articles found within the Municipal Cafeteria by the Operator and its employees shall be taken to Room 608, Municipal Building, or any other such location as may be subsequently designated by the City.

15. CONSIDERATION

a. Gross Revenue Defined

Gross Revenue shall include all income from sales of foods and food services, sales from vending machines, miscellaneous sales, and state and local retail sales tax.

b. Accounting Procedures

The Operator shall prepare and provide to the Director of Administrative Services no later than twenty (20) calendar days after the end of each month during the term hereof, a copy of the preceeding months's Profit and Loss Statement. The Profit and Loss Statement shall be prepared in accordance with the sample provided, identified as Exhibit "A".

All cash register sales shall be rung on a cash register with a tape. All materials and supplies, and all of the methods of performance by the Operator shall be open to inspection at all reasonable times by authorized representatives of the City, as the City shall deem necessary. All cash register tapes and accounting records pertinent to this Agreement shall be open to audit by the City's representatives, upon request. Monthly physical inventories of all food stocks on hand, taken by the Operator, are desirable for reporting purposes as backup for the profit and loss statement but, as a minimum, a physical inventory shall be taken each quarter. Methods of financial accounting and presentation of operating results shall be subject to the City's approval; and such approval shall not unreasonably be withheld, provided that the methods used conform to the terms of this Agreement.

The Operator will be allowed to incur operating expenses according to standard methods of financial accounting, subject to the City's approval. These expenses include, but are not limited to:

- Payroll, payroll taxes
- Employee benefits
- Maintenance and repairs
- Restaurant supplies
- Laundry
- Other taxes and licenses
- Insurance
- Office supplies
- Advertising and promotions
- Depreciation
- Sales tax
- Percentage payment

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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The Operator shall maintain a menu pricing structure in such a manner so as to result in a combined net profit and general administrative expense no greater than nine percent (9%) of gross revenue on an annual basis. For the purposes of this Agreement, "net profit" shall be defined as an allowable profit before income tax for the Operator. "General administrative expense" shall be defined as administrative expenses incurred by the Operator which are not deducted as operating expenses. If the Operator is a person or firm which does not have a parent, central, home, or regional layer of organizational structure, the general administrative expense shall be eliminated and a net profit of four percent (4%) of gross revenue on an annual basis shall be allowed. It is the intent of this Agreement that any income in excess of the allowed combined net profit and general administrative expense be reflected in lower food costs to Cafeteria patrons. Periodic reviews by the City and the Operator shall be accomplished to insure that the Cafeteria is managed in a manner which does not result in substantial excess income and that Cafeteria patrons are provided with high quality food service at the most reasonable prices possible.

If a periodic review shows that the allowable nine percent (9%) combined net profit and administrative expense is exceeded on an annual basis, the excess income shall be paid to the City within twenty (20) days after completion of the review and, upon request by the City, the Operator shall modify the menu pricing structure so as to eliminate any prospective excess income. If a periodic review shows that the Operator has incurred a loss, on an annual basis, the Operator shall absorb the loss. However, if the periodic review shows that the Operator is receiving less than the nine percent (9%) net profit and general administrative expense, or is incurring a loss, the Operator may request a change in menu prices, portion sizes, or items offered for sale.

c. Percentage Payment

The Operator shall pay the City an amount equal to \_\_\_\_\_ percent (\_\_\_%) of its monthly gross revenue. This amount shall be applied to the City's costs incurred in providing equipment, repair and maintenance, and utilities and other services.

Payment shall be made monthly no later than twenty (20) calendar days following the end of the preceding calendar month and shall be accompanied by a Profit and Loss Statement for that month. Late payments shall be subject to interest at the rate of one percent (1%) per month. Payment shall be made to:

Department of Administrative Services  
400 Yesler Building, 5th Floor  
Seattle, Washington 98104  
Attn: Accounts Receivable

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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16. TAXES

The Operator shall be responsible for and pay, before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed or otherwise imposed upon the Premises or upon the Operator's activities on or occupancy of the Premises, and that are or become payable during the term of this Agreement, including but not limited to, taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Operator's interest in this Agreement and any leasehold interest deemed to have created thereby under Ch. 82.29A RCW; and in the event the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from the Operator's occupation of the Premises or withholds funds due to the City to enforce collection of leasehold excise taxes, the Operator shall, at its sole expense, contest such action and indemnify the City for all sums expended by, or withheld by the State from the City in connection with such taxation.

17. OPERATOR TO ASSUME COSTS OF OPERATION

Except as otherwise provided herein, Operator shall be responsible for all costs of operation of the food service. All food and other supplies shall be purchased and all managers, supervisory personnel, and all other food service personnel shall be compensated by Operator in its own name and at its own expense.

18. ACCESS AND PERMITTED INTERFERENCE

The Operator shall provide the City access to the Premises at all reasonable times to inspect the same and to make any repair, improvement, alteration, or addition thereto or to any property owned by or under the control of the City, deemed necessary by the City, but this right of access shall not impose on the City any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein.

In inspecting, and in making repairs, alterations, additions, and improvements, the City may interfere with the conduct of the Operator's activities where such action is reasonably required by the nature of the City's work; and such interference shall not be deemed to be a breach or default under this Agreement. The City shall use its best efforts to minimize interference with the Operator's activities on the Premises.

19. COMPLIANCE WITH LAW

Operator will comply with all city, state, and federal laws and will procure all licenses or permits and pay all taxes which are applicable to performance under this Agreement.

20. BOND OR SECURITY DEPOSIT

- a. Bond: The Operator shall deliver to the Director of Administrative Services within five (5) days after the execution of this Agreement, and shall thereafter maintain in full force and effect throughout the term of this Agreement, a good and sufficient bond in the amount of Four Thousand and No/100 Dollars (\$4,000.00). Said bond shall be executed by the Operator, as principal, and by a surety company authorized to do such business in the State of Washington, and shall be conditioned upon full performance by the Operator of all of the terms and conditions of this Agreement including, but not limited to, the timely payment by the Operator of all payments due to the City.
- b. Security Deposit: In lieu of providing the bond required under Paragraph 19.a. hereof, the Operator may deliver to the Director of Administrative Services within five (5) days after the execution of this Agreement, as a security deposit, cash in the amount specified in Paragraph 19.a. hereof. Said security deposit shall be held by the City as security for the faithful performance by the Operator of all of its obligations under this Agreement. The City may (but shall not be required to) use, apply, or retain all or any part of this security deposit for the payment of any amount alleged to be or actually in default, or for the payment of any expense incurred by the City by reason of any alleged or actual default by the Operator, or to compensate the City for any other loss or damage which the City may suffer by reason of any alleged or actual Operator's default. If any portion of said security deposit is so used or applied, the Operator shall, within five (5) City business days after notice thereof, deliver to the Director of Administrative Services additional cash in any amount sufficient to restore the security deposit to the amount set forth above. The City shall not be required to keep any cash security deposit separate from its general funds. The Operator shall not be entitled to interest on any cash deposit. If the Operator shall fully and faithfully perform every provision of this Agreement to be performed by it, the security deposit or any balance thereof after deduction hereunder by the City shall be returned to the Operator within thirty (30) days following the expiration or earlier termination of this Agreement. The payment to, withdrawal of, or use of application by the City of any portion of such security deposit shall not be contested by the Operator at the time of the City's taking such action; Provided, that nothing herein shall prejudice the Operator's right to demand through arbitration or litigation the return of such portion.

21. LIABILITY

- a. Indemnity: The Operator shall indemnify and hold the City harmless from any and all losses, claims, actions, damages and expenses arising out of or resulting from any occurrence in or on the Premises or the Operator's performance or lack of performance under this Agreement. In the event that any suit based upon such losses, claims, actions, damages, or expenses is brought against the City, the Operator, upon notice of the

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
FOOD SERVICES AGREEMENT

commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be adverse to the City, or the City and the Operator jointly, the Operator shall promptly satisfy the same. The liability described in this subsection shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been contributed to, or may be alleged to have been contributed to, in part, by the negligence of the City, its officers, employees or agents; Provided, that nothing contained in this subsection shall be construed as requiring the Operator to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its employees, officers, or agents.

- b. Insurance: The Operator shall maintain during the full term of this Agreement, at no expense to the City, insurance by one or more companies authorized to do business in the State of Washington, as follows:

- (1) A policy for fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance providing coverage of not less than \$1,000,000.00, under which policy the City shall be named as insured, as follows:

"The City of Seattle is the insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, damage or loss of any sort sustained by any person, organization, or corporation and arising out of a covered occurrence under this policy. The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days written notice to The City of Seattle, c/o Director of Administrative Services, 5th Floor, 400 Yesler Building, Seattle, Washington 98104."

Any loss paid under such insurance shall be payable to the City for application to the cost of rebuilding, repairing, replacing, or restoring the Premises.

- (2) A general comprehensive policy of liability insurance, under which

- (a) the City shall be named as an additional insured in the following manner:

"The City of Seattle is an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage or loss of any sort sustained by any person, organization or corporation in connection with activity upon or use or occupancy of the premises, as well as any activity performed by the principal insured under an agreement regarding a food service operation in the Municipal Building.

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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"The coverages provided by this policy to the City, or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days written notice to the City, c/o Director of Administrative Services, 5th Floor, 400 Yesler Building, Seattle, Washington 98104."

(b) Liability limits shall be in at least the following amounts: \$1,000,000.00 Bodily Injury and \$1,000,000.00 Property Damage; Provided, that in the event the Director of Administrative Services deems such insurance to be inadequate to fully protect the City, the Operator shall increase said liability limits to such amounts as the Director of Administrative Services shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that the Operator's insurance is deemed to be inadequate.

(c) Coverage shall include, but need not be limited to the following types (described in insurance industry terminology):

- (1) Premises Operations Liability
- (2) Blanket Contractual Liability
- (3) Broad Form Property Damage
- (4) Independent Contractor
- (5) Products and/or Completed Operations
- (6) Personal Injury, Coverages A, B, and C (Exclusion "C" to be removed).
- (7) Fire Legal Liability

c. Evidence of Insurance: Evidence to the reasonable satisfaction of the Director of Administrative Services of the maintenance of insurance as required by this section may be requested, from time to time, by the Director of Administrative Services, and shall be delivered to the Director of Administrative Services within five (5) City business days after the Operator's receipt of written request therefor, for review by the City Attorney and the City's Risk Manager, and filing with the City Clerk.

The "ACORD" form of Certificate of Insurance shall not be submitted as such evidence and shall not be deemed to be satisfactory evidence unless the following changes are made on such form:

The wording at the top of the form: "This certificate is issued as a matter of information only and confers no rights upon the certificate holder." — shall be deleted in its entirety.

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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The wording at the bottom of the form: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation of any kind upon the company." — shall be changed to read — "Should any of the above described policies be cancelled, reduced as to coverage, or otherwise changed before the expiration date thereof, the issuing company shall provide written notice of such action to the City of Seattle, c/o Director of Administrative Services, 5th Floor, 400 Yesler Building, Seattle, Washington 98104, at least thirty (30) days prior to the effective date of such change or cancellation.

- d. Industrial Insurance: In addition to the above coverage, the Operator shall provide Industrial Insurance coverage for its employees in accordance with Washington State Laws and Department of Labor and Industry rules and regulations.

22. SUBCONTRACTING

The Operator shall not assign this Agreement, wholly or partially, nor subcontract any part of the cafeteria operation service hereunder, excepting contracts or orders for supplies. The Operator shall make every good faith effort to utilize women's business enterprises and minority business enterprises as suppliers on subcontracts.

23. NONDISCRIMINATION/AFFIRMATIVE ACTION

During the performance of this contract, the Operator agrees as follows:

The Operator agrees to and shall comply with all State laws and City ordinances prohibiting employment discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap. Consistent with that obligation, during the term of this Agreement, the following provisions shall be incorporated herein:

The Operator will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon bona fide occupational qualification. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, 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 Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
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The Operator will, prior to commencement and during the term of this Agreement, furnish to the Director of Human Rights or his/her designee, upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the Operator in implementing the terms of this provision, and will permit access to its records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of Human Rights for the purposes of investigation to determine compliance with this provision.

If, upon investigation, the Director of Human Rights finds probable cause to believe that the Operator has failed to comply with any of the terms of these provisions, the Operator and the Director of Administrative Services will be so notified in writing. The Director of Administrative Services shall give the Operator an opportunity to be heard after ten (10) days' notice. If the Director of Administrative Services concurs in the findings of the Director of Human Rights, he may suspend this Agreement and/or withhold any funds due or to become due to the Operator pending compliance by the Operator with the terms of this provision.

Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

24. WOMEN'S AND MINORITY BUSINESS ENTERPRISE UTILIZATION

Reference. The provisions of Chapter 20.46 of the Seattle Municipal Code as last amended are hereby incorporated by reference and made a part hereof as if fully set forth herein.

Compliance. During the term of this Agreement, the Operator shall:

- a. fulfill the women's business enterprise (WBE) and minority business enterprise (MBE) participation commitments submitted with their proposal;
- b. continue to make every effort to utilize MBEs and WBEs;
- c. require every subcontractor utilized by the Operator for work under this Agreement to make every effort to utilize WBEs and MBEs; and
- d. maintain records reasonably necessary for monitoring compliance with the provisions of SMC Chapter 20.46.

Reporting. Inasmuch as the Seattle Human Rights Department is authorized and empowered to monitor compliance with the requirements of Seattle Municipal Code Ch. 20.46 during the term hereof, the Operator shall furnish to such department, within a reasonable time after a request has been made for the same, whatever reports or other information is reasonably necessary to determine compliance.

Remedies for Breach. Any failure by the Operator to comply with applicable provisions of Seattle Municipal Code Ch. 20.46 shall be a material breach of contract, and may result in one or more of the following actions:

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
FOOD SERVICES AGREEMENT

- a. Suspension of this Agreement;
- b. Withholding of funds;
- c. Termination of this Agreement based upon the material breach of provisions pertaining to women's business enterprise and minority business enterprises utilization.

25. NONDISCRIMINATION IN PROVISION OF SERVICE

The Operator's policy will be to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors. In maintaining such relationships, the Operator will not discriminate on the basis of race, color, religion, sex, age, or national origin in providing service under this Agreement.

26. RELATIONSHIPS

In the performance of the Agreement, the Operator shall be an independent contractor and shall not be or hold itself out to be an agent of the City. It shall advise, in writing, all of its suppliers of every type that it is purchasing said supplies as an independent contractor, and not as an agent of the City.

27. DEFAULT

In the event that the Operator shall fail to maintain and keep in force insurance policies as hereinabove provided, the City shall have the right to terminate this Agreement forthwith and without notice. In the event that the Operator shall fail to comply with any of the other and remaining covenants, conditions and agreements to be performed by it hereunder, or to comply with any regulations adopted by the City in respect hereto, the City may notify the Operator of such default and demand that the same be remedied within ten (10) days; and, in the event of failure of Operator so to remedy the same within said period, the City shall have the right to terminate this Agreement without further notice.

28. CHANGES AND MODIFICATIONS

The parties hereto reserve the right to amend this Agreement from time to time as may be mutually agreed. No amendment hereto shall be effective unless in writing and signed by authorized representatives of the parties hereto.

29. INVALIDITY OF PROVISIONS

Should any term, provision, condition or other portion of this Agreement be held to be inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Agreement; and the remainder of this Agreement shall be effective as if such term, provision, condition, or portion were not a part thereof.

30. TERMINATION OF CONTRACT

Either party may terminate this Agreement without cause, by giving the other party ninety (90) days prior written notice of such termination. Upon the expiration or termination of this Agreement, or extensions thereof, the Operator shall promptly vacate the Premises and all property belonging to the City shall be returned to the City in good condition, ordinary wear and tear excepted.

31. NOTICES

Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the City at the following address:

Department of Administrative Services  
400 Yesler Building, 5th Floor  
Seattle, Washington 98104

and to the Operator at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

32. DEFINITION OF "CITY"

The term "City", as used throughout this Agreement in regard to permission, warrant, consent, approval, rights, interpretation, and discretionary matters, shall mean the Director of Administrative Services or his designee; Provided, that the action of the Director of Administrative Services or his designee pursuant to or in implementation of this Agreement does not constitute any official action by any other city Department of official that may be required by law, ordinance, rule or regulation before the Operator may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Agreement. Decisions to be made by the Director of Administrative Services shall be left to his/her reasonable discretion. Any approval, consent, or permission of the Director of Administrative Services required by this Agreement shall not be unreasonably withheld.

33. BINDING EFFECT

The provisions, covenants, and conditions contained in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

34. ENTIRE AGREEMENT

This Agreement, including the Exhibits and Addenda attached hereto and forming a part hereof, are all of the covenants, promises, agreements, and conditions, either oral or written, between the parties.

CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA  
FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OPERATOR:

THE CITY OF SEATTLE  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

A.10.4.1-.15

EXHIBIT A

Municipal Building Cafeteria  
 Profit and Loss Statement  
 For Period Ending \_\_\_\_\_

	<u>Current</u>	<u>Year-to-Date</u>
Food Sales		
Misc. Sales		
Sales Tax		
(1) Gross Sales	_____	_____
Cost of Goods Sold:		
Beginning Inventory		
Add: Purchases		
Cost of Goods Available	_____	_____
Less: Ending Inventory		
(2) Cost of Goods Sold	_____	_____
(3) Gross Profit (1)-(2)		
Expenses:		
Payroll		
Payroll Tax		
Employee Benefits		
Maintenance and Repairs		
Restaurant Supplies		
Laundry		
Other Taxes/Licenses		
Insurance		
Office Supplies		
Advertising and Promotions		
Miscellaneous		
Depreciation		
Sales Tax		
(4) Total Expenses	_____	_____
Income Before Other Expenses (3)-(4)		
Less Other Expenses:		
Payment in Lieu of Rent		
Net Profit/Gen. Adm. Exp.		
Excess Income	=====	=====

# City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director  
Charles Royer, Mayor



October 10, 1984

The Honorable Douglas Jewett  
City Attorney  
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING  
DEPARTMENT: Administrative Services

SUBJECT: Municipal Building Cafeteria Operation RFP

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- ( ) Do not file with City Council but return the proposed legislation to OMB for our review. Return to \_\_\_\_\_.

Sincerely,

Charles Royer  
Mayor

By

*Gary Zarker*  
GARY ZARKER  
Budget Director

GZ/kc/ca

Enclosure

cc: George Pernsteiner, DAS

*65#6071*

*Caridson / Sherman*  
*OK*

COPY OF VOUCHER REQUESTED  
OCT 10 1984  
Douglas N. Jewett  
CITY ATTORNEY

# ANAS DESIGN ASSOCIATES

3202 N.E. 75th Seattle, Wa. 98115

(206) 523-3766

July 30, 1984

City of Seattle  
Department of Administrative Services  
Seattle, WA 98104

Attention: Mary Winge

Dear Ms. Winge:

As per the agreement between Anas Design Associates and the City of Seattle, I am providing the City with (2) reproducible drawings and an accompanying report. The budgets given may vary and the one area that I could not cover was whether a city contract would cost more than one for a private enterprise. The budgets as shown are for July 1984 and may vary with the time of installation.

The sketches indicate an atmosphere; further plans, and thought will be required to produce the atmosphere desired.

Present seating is for 138; phase one will provide 116 seats, phase two will provide 86 additional seats, phase three could provide 48 additional seats, for a total of 250 seats.

Anas Design Associates will be pleased to provide a proposal for the necessary plans and specifications to complete the project should the city decide to proceed.

Sincerely,



Anas Design Associates

P.S. This facility, if treated like others, should be closed, according to Health Department guidelines.

Enc. Invoice  
cc: K. Astor



CITY OF SEATTLE MUNICIPAL BUILDING CAFETERIA REPORT

Presentation by ANAS DESIGN ASSOCIATES

3202 N.E. 75th

Seattle, WA 98115

(206) 523-3766



## MUNICIPAL BUILDING CAFETERIA REPORT

The present cafeteria, constructed in the early 1960's, was designed for a smaller patron participation than it presently is experiencing. The building employee count is approximately 1300. A dining room for 400 seating capacity, 5970 square feet, and a kitchen/servery of 5970 square feet should be provided. Costs associated with such a new facility are as follows:

Food Service	\$372,750.00
Dining Room	\$328,350.00
Total	\$701,100.00

The total space required is 11,940 square feet. Presently the space is not available, the kitchen equipment is failing primarily due to age, the dining room has little aesthetic value and is not conducive for a dining experience. Newer facilities in the immediate area have the competitive edge. As a result, this report is presented in conjunction with the plan and sketches to offer a viable alternative to a new facility.

The original cafeteria was designed with a production kitchen. Several hot foods, salads, and desserts were prepared and served from the cafeteria line. Customers followed the line, selected their choices, including beverages. At the end of the beverage counter a cashier is payed. The dining room was set up with banquet style seating, tables of 6 and 8. The present condition of the dining room is as follows:

- 1) Surfaces - painted gypsum board walls - hard, smooth
  - terrazo floor - hard, smooth
  - acoustical ceiling
- 2) Lighting - overhead fluorescent
  - natural daylight from windows
  - spots over the serving area
- 3) Colors - beige, burnt orange, sea green
- 4) Signage - too small, too hard to read, poorly illuminated
- 5) Seating - not varied, too industrial
- 6) Tables - square corner with plastic laminate

### PHASE ONE

All of the cooking equipment will be replaced and the short order cooking line turned to work in conjunction with the serving line. New serving and beverage lines will be provided and the traffic pattern altered so that the patron need not wait in line, but select his item and proceed to one of the cashiers.

The menu will need to be streamlined in order to serve the quantities required. Menu items will include: one hot food entree, one soup, sandwiches & salads - deli style, self serve salad bar, grilled items (hamburger, fishburger, etc.), deep fried items (fries, onion rings, mushrooms), desserts (cookies, donuts, cake, pie, etc.).

To help ease the dishwashing load, paper cups will be used instead of cups and glasses. These changes should allow for a quicker turnover of patrons. Lunch hours may need to be divided into 3-4 periods to help balance the flow.

Complimenting these kitchen changes will be a redecorated dining area. Sound-absorbing textured wallpaper is recommended. Accent mirrors could be used to add more dimension to the space. Carpeting will help absorb sound and be more attractive than the present flooring (maintenance about the same). Fluorescent lighting detracts from food appeal; both up and down incandescent lighting is required. The serving line and signage both require better lighting. The signage needs to be coordinated with the serving areas and should be easily readable and changeable. The colors require updating to current standards, of which isochromatic colors are the latest. The addition of plants can help add scale, color and harmony. Full coordination of the interior will provide an atmosphere that will keep the patrons in the building. Variable seating for parties of all sizes, where even a single person will feel comfortable, should be provided.

PHASE TWO

Storage - frozen, refrigerated and dry will be increased. The dishwasher will be replaced. A heat reclaim system will extract heat from the condensing units and dishwasher waste water to help reduce hot water energy consumption. These changes will be necessary with the increase in participation. Outdoor seating will be provided with a new doorway for easy access.

PHASE THREE

Create a greenhouse area as indicated on the plans, which will allow for year round dining. Should additional seating be required, the built-in planters can be removed and individual planters provided.

Since these plans are conceptual, the budgets may vary with the quality demanded. The budgets as shown indicate a good quality level. Complete, precise plans and specifications will be required to achieve the level demanded.

COST	PHASE			TOTAL
	I	II	III	
Food Service	67,000	39,000	1,500	107,500 *
Refurbishing Interior	110,000			110,000
Refurbishing Exterior		15,000		15,000
Greenhouse			100,000	100,000
Totals by Phase	177,000	54,000	101,500	332,500

\* Note: The existing Food Service facility replaced as is at today's cost would be \$125,000.

FOOD SERVICE SCHEDULE

No.	Quantity	Description	Comments	Phase			Status
				1	2	3	
1	Lot	Dry storage			x		Some new
2	Lot	Cooler shelving			x		New
3	one	Walk-in cooler			x		New
4	one	Walk-in freezer			x		New
5	Lot	Freezer shelving			x		New
6	Lot	Lockers			x		New
7	Lot	Overhead storage shelving			x		New
8	one	3 compartment pot sink	Requires new wastes				Existing
9	one	U.C. refrigerator		x			New
10	one	Pot & pan shelves	Relocate	x			Existing
11	one	2 door reach-in refrig.		x			New
12	one	Slicer	Relocate	x			Existing
13	one	S/S worktable		x			New
14	one	S/S worktable		x			New
15	one	20 gallon kettle		x			New
16	one	Hand sink	Relocate	x			Existing
17	one	2 deck conv. oven with stand		x			New
18	one	Exhaust hood	Use existing duct and fan	x			New
19	one	Ice maker and bin					Existing
20	one	Clean dish table					Existing
21	one	Dishwasher	Use existing until phase 2		x		New
22	one	Disposer	Replace when expired				Existing
23	one	Soiled dish table					Existing
24	one	Racking shelf			x		New
25	one	Conveyor	Replace when expired				Existing
26	one	Microwave	Replace when expired				Existing
27	one	Refrig. make up table		x			New
28	one	Conveyor toaster		x			New
29	one	Exhaust hood and F.P. system	Relocate, modify as required; no change in duct and fan	x			Existing
30	one	Griddle		x			New
31	one	U.C. refrigerator		x			New
32	one	Twin french fryer		x			New

No.	Quantity	Description	Comments	1	2	3	Status
33	one	U.C. freezer		x			New
34	one	French fryer		x			New
35	one	Serving line		x			New
36	two	Cash register	Not shown in budget	x			New
37	one	Cash stand		x			New
38	one	Coffee urn	Special model required	x			New
39	one	Hot choc. disp.		x			By purveyor
40	two	Aerated bev. disp.		x			By purveyor
41	one	Iced tea disp.		x			By purveyor
42	one	Beverage counter		x			New
43	one	Carb. bev. disp.		x			By purveyor
44	one	Chilled water disp.		x			New
45	one	Bussing station				x	New
46	one	Mop sink					Existing
47	one	Heat reclaim unit	Not shown, located with cond. units in Mech. room close to hot water tank		x		

FURNISHINGS

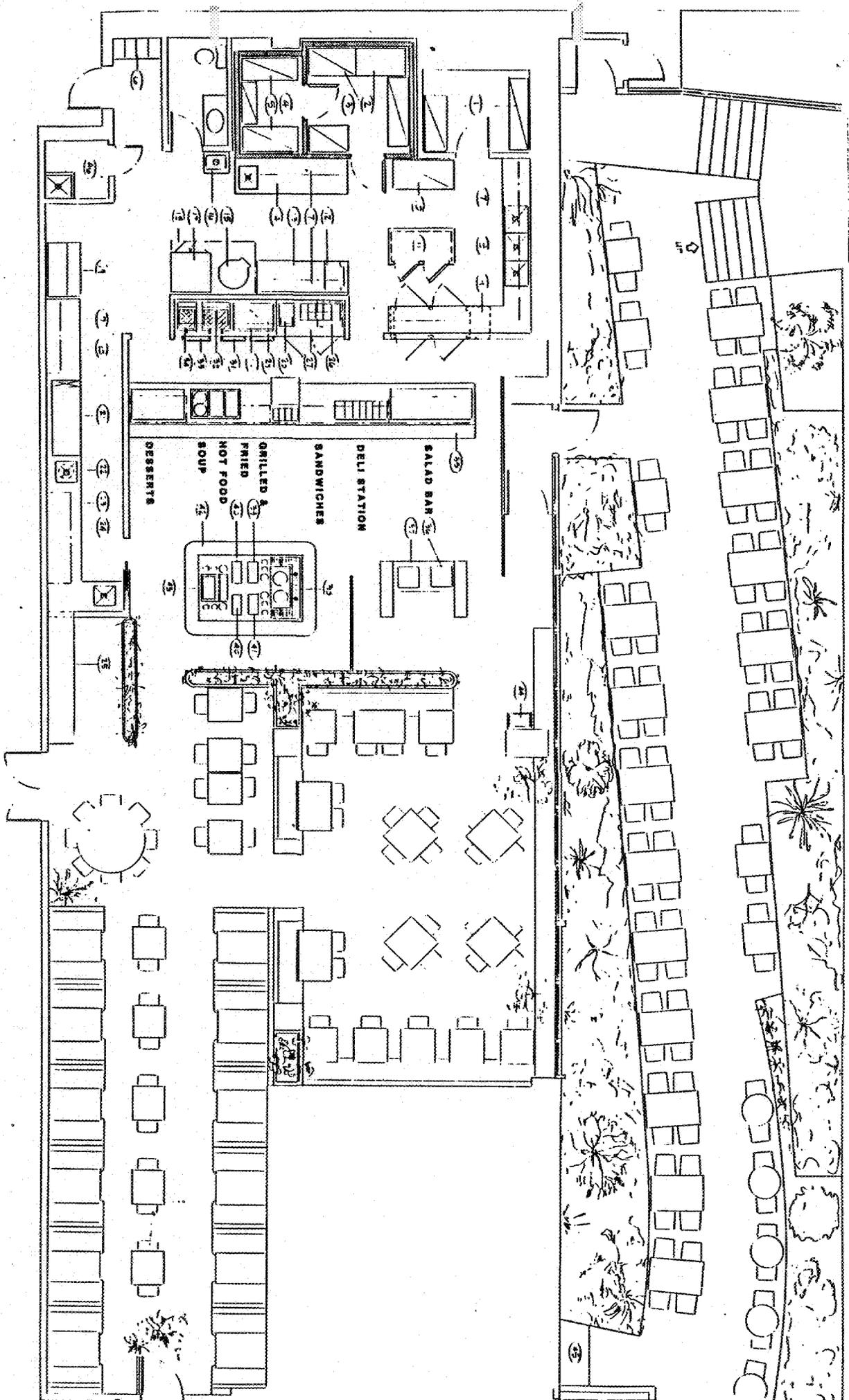
Lot	Graphics/signage			x			New
Lot	Wall cover			x			New
Lot	Carpet						New
Lot	Interior tables, chairs booths, etc.			x			New
Lot	Exterior tables, chairs				x	x	New
Lot	Ceiling tile			x			
Lot	Interior plants & access.			x			New *
Lot	Exterior plants & access.	Use existing until phase 3				x	New *

ARCHITECTURAL

one	Remove existing wall, provide short order cooking line wall			x			New
Lot	Lighting interior			x			New
Lot	Lighting exterior					x	New
Lot	Doorways and vestibule to exterior				x		New
Lot	Greenhouse envelope					x	New
one	Employee restroom	Remodel existing			x		

No.	Quantity	Description	Comments	Phase			Status
				1	2	3	
	one	Office	Provided somewhere close in building		x		

Note: \* Not reflected in Budget, may need to use a plant service or provide in-house special care requiring special lighting



# Affidavit of Publication

## STATE OF WASHINGTON KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below

stated period. The annexed notice, a \_\_\_\_\_  
Ordinance No. 112087

was published on January 7, 1985

*P. Blair*  
Subscribed and sworn to before me on

January 7, 1985

*Yvonne Summers*  
Notary Public for the State of Washington,  
residing in Seattle.

# City of Seattle

## ORDINANCE (1985)

AN ORDINANCE relating to the Municipal Building Cafeteria; amending Seattle Municipal Code Section 3.18.100 (part of Section 1, Ordinance 100174 as amended); and Subsection 3.18.120 B (part of Section 3, Ordinance 100174 as amended); and authorizing issuance of a request for proposals for operation of the Municipal Building Cafeteria.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Municipal Code Section 3.18.100 (part of Section 1, Ordinance 100174 as amended by Section 6, Ordinance 109122) is amended as follows:

Responsibility for the operation of a cafeteria on the second floor of the Seattle Municipal Building is vested in the Director of Administrative Services and the Director is authorized to ~~((submit bids and execute for and on behalf of the city))~~ enter into and administer such agreements as are authorized by ordinance ~~((from time to time))~~ providing for the furnishing ~~((by a qualified independent contractor))~~ of cafeteria meals and related food services.

Section 2. Seattle Municipal Code Section 3.18.120 B (part of Section 3, Ordinance 100174 as amended by Section 10, Ordinance 109129) is amended as follows:

The Committee shall meet and organize in accordance with such rules as it adopts for its own government, and shall consider such written complaints pertaining to the operation of the cafeteria as come before it and shall consult with and advise the Director of Administrative Services as to any such complaints and make recommendations for changes in food preparation, item selection or food service. ~~((and in accordance with the agreement authorized in Section 3.18.100 shall make such reasonable rules and regulations as may be necessary for the orderly use of the cafeteria))~~

Section 3. As requested by the Director of Administrative Services and recommended by the Mayor in the attachments hereto, the Director of Administrative Services is hereby authorized to request proposals for operation of the Municipal Building Cafeteria, substantially in the form of the request attached hereto and labeled Exhibit "1".

Section 4. Any action consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 5. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 24<sup>th</sup> day of December, 1984  
and signed by me in open session in authentication of its passage on the 24<sup>th</sup> day of

December, 1984  
President of the City Council

Approved by me this 3<sup>rd</sup> day of January, 1985  
Mayor

Filed by me this 3<sup>rd</sup> day of January, 1985

(SEAL) Attest: Tim Hill, City Comptroller and City Clerk  
By: Lea Thulink, Deputy Clerk