



**CITY OF LEAVENWORTH, WA  
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)  
FOR  
PURCHASE AND INSTALLATION OF ADVANCED METERING  
INFRASTRUCTURE (AMI) SYSTEM FOR THE CITY OF  
LEAVENWORTH WATER DISTRIBUTION**

**Bid Proposals due March 27, 2020 at 2:00 PM**

**City of Leavenworth  
700 US Highway 2 / PO Box 287  
Leavenworth, WA 98826**

**Project Manager  
Herb Amick  
Public Works Director  
[herba@cityofleavenworth.com](mailto:herba@cityofleavenworth.com)  
P (509) 548-7418 / F (509) 548-6429**

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## **SECTION 1 – SCOPE OF WORK**

The City of Leavenworth, Washington is requesting quotes from qualified suppliers/contractors for installation and implementation of a fully integrated Advanced Metering Infrastructure (AMI) system. This new system will provide capabilities that include remotely reading water meters, quickly detecting leaks, and allowing water customers to monitor their water usage in real time.

The City of Leavenworth's water distribution currently includes approximately 1,095 - .75" meters, 133 - 1" meters, 77 - 1.5" meters, 64 - 2" meters, and 12 - 3" meters that are to be replaced with a remotely read Advanced Metering Infrastructure (AMI). Under the proposed scope of work, all meters are to be replaced. Any existing meters capable of being utilized in an AMI system without significant retrofitting will be addressed on a case by case basis and adjusted accordingly in the awarded contract pricing. A basic map of the City of Leavenworth water distribution system is provided in Section 7 – Attachments.

The selected proposer/contractor will be expected to provide all components of an AMI system, which includes City approved magnetic or ultrasound water meters, read collection nodes, and transmitting equipment. The contractor must also provide and setup an interface to collect and publish reads from the AMI meters. The interface should be accessible by City staff. Access to interface by customers is a desired functionality. The interface provides the ability to monitor meter readings, set alerts, monitor for leaks, and other applicable information. The Contractor must have the capability to integrate the AMI system with the City's utility billing system, BIAS. After initial setup is complete, the Contractor will provide continuing support for internal users, maintain the user interface, and ensure that the integration with billing software is operational. The Contractor will also provide assistance in troubleshooting any issues that arise, and train City staff when AMI is installed.

### **1.1 Description of Work**

The work performed under this contract consists of all labor, equipment, software/hardware, and materials necessary for installation and implementation of an Advance Metering Infrastructure (AMI) system, including water meters, as per the specifications provided.

### **1.2 Instructions to Bidders**

All proposal packages should be addressed:

City of Leavenworth  
Purchase and Installation of Advanced Meter Infrastructure (AMI) System RFP  
Attn: Chantell Steiner, City Clerk  
P.O. Box 287 / 700 Highway 2  
Leavenworth, WA 98826

### **1.3 BID DUE DATE: March 27, 2020 @ 2:00 PM**

**1.3.1** Bidders are responsible for assuring delivery. No electronic bids will be accepted. For questions, contact Herb Amick at [herba@cityofleavenworth.com](mailto:herba@cityofleavenworth.com) or (509) 548-7418. All answers to questions may be shared with other vendors participating in the RFP process.

**1.3.2** One reproducible copy of the proposal may be mailed or delivered to the address above. Bidders are responsible for assuring delivery.

### **1.4 Rejected Bids**

Any bids not received by the deadline or not submitted properly will be rejected and returned to the bidder unopened.

### **1.5 Bid Proposal Components**

Bid proposals must contain the following completed components:

1. Letter of Introduction, Proposer Background
2. Key Personnel
3. Similar Work and References
4. Approach to Work: Provide Information About the Following:
  - a. Introduction to AMI System
  - b. AMI Materials and Physical Infrastructure
  - c. Propagation Study
  - d. User Interface Capabilities and Plan for Installation
  - e. Capabilities and Approach to develop direct integration with City Utility Billing software
  - f. Description of continuing services including hosting and maintenance
  - g. Non-collusion Declaration
5. Proposed Costs – Provide cost estimates for the following:
  - a. Bid Proposal Summary Sheet
  - b. Rate Sheet for Water Meters/Transmitting Nodes
  - c. Rate Sheet for Water meters/Nodes Installation
  - d. Rate Sheet for AMI Collection Equipment/Installation
  - e. Rate Sheet for AMI Implementation
  - f. Rate Sheet for Continuing Services

## 1.6 Notification and Award

Proposals will be evaluated, successful bidder notified, followed with a recommendation to go forward to the full City Council for project award. The award process is triggered and contingent upon the Mayor's signature of the Contract Agreement.

## SECTION 2 – WORK ACTIVITIES AND SYSTEM SPECIFICATIONS

### 2.1 Purchase of AMI Equipment

The Contractor will furnish all needed materials and equipment that is required for the installation and commissioning of a fully functional AMI system. Contractor shall provide spec sheets for meters, data transmitting nodes, and collection equipment as part of the proposal.

The proposed AMI system must be remotely read, meaning water meters are transmitting reads to a collection unit, and those reads are then pushed to a user interface website or software program.

**2.1.2 Water Meters** - The Contractor will be responsible for providing and installing approximately 1,095 – .75" meters, 133 – 1" meters, 77 – 1.5" meters, 64 – 2" meters, and 12 – 3" meters. Proposed meters must meet the following specifications:

- Magnetic or Ultrasonic - AMI Compatible
- Brass or Composite
- Composite Thread Failure Contractor Responsibility
- Meter must read in gallons
- Meter must have unique serial numbers stamped or embossed on register and body
- Meter must adhere to NSF 61 requirements for lead free meters

**2.1.3 Read Transmitting Nodes** - The City anticipates the use of battery-powered meter reading and transmission nodes or attachments to be connected to each meter. The nodes will frequently collect read data and transmit it to collection equipment, to be viewed by City staff or residents. Nodes should be able to collect a meter read several times within a 24 hour period to achieve a goal of real time monitoring for leaks and water usage. The nodes must be able to store meter read data for a period of 3 days. The nodes must be able to relay alerts to the user interface, including information such as tamper alerts, continuous flow, backflow alerts, poor or lost connection, low battery, or other issues that the meter or collection node may be experiencing. Nodes shall be capable of two-way communication (can send and receive information). The node's connection to the meter must be secure, to deter tampering or unintended disconnection.

Replacement of existing City meter box lids that are not acceptable for node placement will be the responsibility of the City. The Contractor may recommend a style or type of lid that works well with the existing meter box and the AMI system.

**2.1.4 Data Collection Equipment** - Data transmitting nodes will communicate meter reads to data collection equipment that may be dispersed around the City on City owned properties. The City anticipates that the collection equipment will collect reads from meters, then send those reads to the user interface to be monitored. Data collection equipment shall be capable of two-way communication (send and receive data).

Data collection equipment must be no greater than 5 cubic feet in cumulative size, including all equipment boxes, antennas, and wiring/conduit. Small and aesthetically camouflaged equipment is preferred.

It is a requirement that all data collection equipment be co-located on existing City owned poles, buildings, or other infrastructure. No new poles or towers to house the transmitting equipment will be permitted. The Contractor will work with the City to determine the most advantageous locations for the collection equipment to be placed. Any electric power source needed for the collection equipment will be responsibility of the Contractor to source and provide.

**2.1.5 Warranties** - The following minimum warranty periods are desired by the City. Proposers will be scored on the length of the warranty that can be offered for the AMI system infrastructure and meters.

- Meters: 5 years
- Read Transmitting Nodes: 10 years
- Data Collection Equipment: 10 years

## **2.2 Water Meter Installation**

Contractor shall remove and dispose of existing water meter and install the new water meters and data transmitting nodes as per manufacturer's specifications. Contractor shall provide the following components and aspects of the existing meter removal and new meter installation:

- Detailed schedule and procedure plan
- Overall removal and replacement project management
- Records/data management and transfer plan
- Field procedures plan

**2.2.1 General Field Meter Replacement Requirements** - Contractor's field meter replacement procedure shall include the following at a minimum:

- Door hanger/customer contact prior to meter exchange
- Address and meter verification
- Date and time of exchange
- Digital photo of existing meter
- Existing meter final reading and recording
- New meter data recording
- New meter installation and digital photo
- GPS locate
- Contractor to supply all equipment, fittings, materials and labor necessary

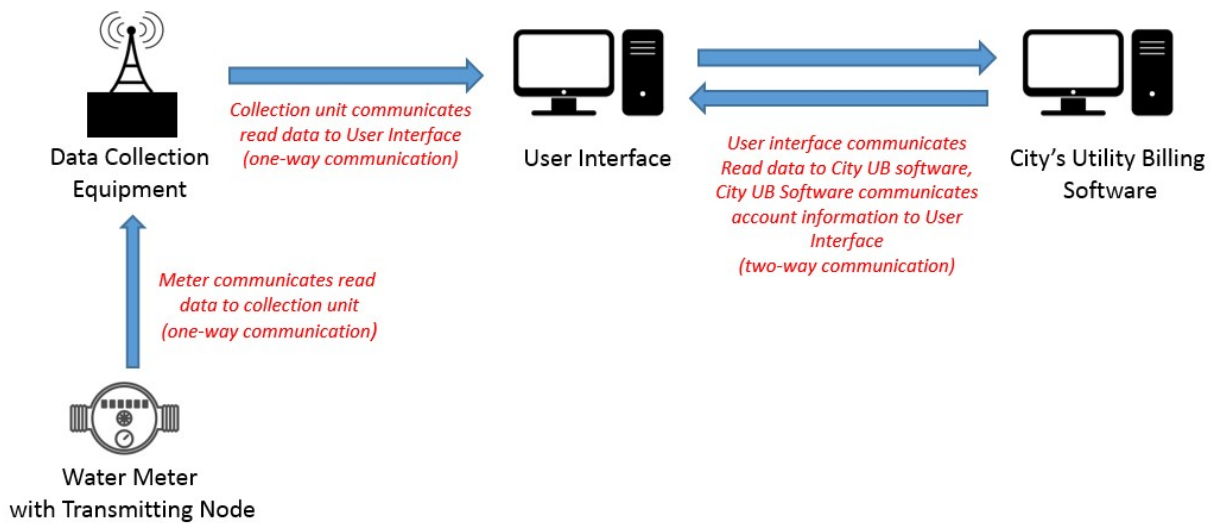
Note: Replacement of existing water meter box lids not acceptable for node placement shall be the responsibility of the City. The Contractor will be responsible for notifying the City of the lids in need of replacement and their locations as well as schedule for needed replacement. The Contractor may recommend a style or type of lid that works well with the existing meter box and the AMI system.

**2.2.2 Installation Account Data Transfer** - Contractor shall coordinate, with City staff, all data transfer of pre-existing and replacement water meters necessary for current billing and for transfer to the AMI system.

### **2.3 Setup and Installation of User Interface, Compatibility with City Billing Software for Integration**

The Contractor shall set up a user interface portal program that will collect and publish meter data, to be accessed by City staff. Access to a user interface by water customers is a desired functionality, but not a requirement.

The proposed user interface must meet certain requirements – most importantly, **it must be able to integrate with the City's Utility Billing software, BIAS, to facilitate two-way communication. A proposer that is not able to demonstrate compliance with this requirement will be deemed nonresponsive.** See *Integration with Utility Billing* discussion below. The graphic below illustrates the City's required communication setup between AMI equipment in the field, the user interface, and the integration with utility billing software. Proposers must be able to accommodate this requirement. If the proposed system goes above this requirement (for example, two-way communication between user interface and data collection equipment is a capability), these capabilities will be an additional evaluation criterion.



**2.3.1 User Interface Site/Program** - The user interface will collect all interval meter reads that are sent by the remote data collection equipment. The User interface will act as a data hub for use by City Staff to monitor the status and health of the AMI system collectively, while also allowing monitoring on an individual basis of meters, transmission nodes, and collection equipment. The user interface will act as an inventory for each component of the AMI system.

- **Internal Access:** The user interface must be able to accommodate 20 City users with login credentials, and 5 concurrent City users accessing the interface.
- **Public Access:** Access to the user interface by water customers is a feature that the City may utilize if the proposed system is capable. Customer access is a desired capability, but not a requirement.

**2.3.2 Staff Training** - The Contractor shall provide complete, in-person training for City staff on how to utilize the user interface to communicate with and monitor the AMI system when the AMI system is commissioned. Different groups of staff will utilize the user interface for their work, so each staff group will receive training tailored to their use of the program. Staff groups are described below, along with anticipated training time for each group:

- *Administrative/Finance/Utility Billing Staff – a minimum of 8 hours of training* – these are the “super-users” that will need the most in-depth information about the entire AMI system. This includes information about the infrastructure, all aspects of the user interface, how to utilize the integration with utility billing, and



information about any citizen access features. These users are anticipated to need continued support or training as the system evolves/is updated.

- *Utility Workers and other Field Staff – a minimum of 5 hours of training* – field staff should receive training on the basic operation of the entire AMI system, including an overview of the infrastructure, how to use the interface, basic troubleshooting information, and a presentation of any citizen access features, so they can communicate about these tools to customers.

Staff training described above will take place at the City of Leavenworth City Hall. The initial training cost shall be included in the lump-sum Contract Amount.

**2.3.3 Integration with Utility Billing** - The user interface **must** have the ability to directly integrate with the City’s utility billing software, **BIAS**. A two-way integration is **required**. This means that meter reads must be able to be extracted on demand from the user interface directly into the utility billing software, and that meter and account data must be able to be pushed from the utility billing software into the user interface. As new meters and nodes are added, or as meter or account information changes, the Utility Billing system must be able to push and update the user interface. The Contractor shall be responsible for the cost of the integration between the AMI user interface and the City’s utility billing software.

## **2.4 Continuing Support and Services**

Beyond the initial purchase of AMI equipment, setup of user interface and participation in software integration, the Contractor will be expected to provide continued hosting, support, and maintenance services on a continuing basis.

**2.4.1 Data Hosting and Security** - The Contractor must maintain secure data transfers using current encryption standards when transmitting data between the data collection equipment in the field (nodes and collection equipment), the user interface and hosted server, and the integration with utility billing software. The Contractor must notify the City within 24-hours if any evidence of a security breach is discovered in any part of the system containing City data.

The Contractor will not be permitted to utilize any customer data for any purpose beyond provision of services to the City of Leavenworth.

**2.4.2 Continuing Service** - The Continuing Service costs shall include all non-equipment costs necessary for AMI operation, such as annual hosting fees, licensing fees for use of interface, data backhaul fees for collection units, fees for data collection nodes, or others.

**2.4.3 Troubleshooting** - The Contractor will provide ongoing technical assistance to users that are experiencing trouble or have questions about any aspect of the AMI system. This includes all physical infrastructure in the field (meters, transmitting nodes, and collection equipment), all aspects of the user interface program, and the integration with utility billing software. This will require phone or email exchange, or site visits, as necessary for the circumstance. If software maintenance or fixes are needed due to bugs or issues the City is experiencing, the Contractor must provide this service. If the Contractor charges for troubleshooting and/or technical support services, these prices shall be provided in the proposal.

**2.4.4 System Maintenance and Updates** - The Contractor is expected to maintain the AMI software and ensure that the direct integration with utility billing software is up to date and functional. Any updates or changes to the system must be completed by the Contractor and coordinated with the City to ensure any downtimes will not interfere with City operations, e.g., after-hours and weekends. If training is needed for City staff to learn about updates or other changes to the AMI system, the Contractor shall provide this training. If there are additional costs for these upgrade services, they shall be included in the proposal.

**2.4.5 Work to Conform with Specifications and Remedial Action** - All work performed by the Contractor shall conform to the specifications of the City. Even if a specific detail is omitted within work specifications, work not specifically mentioned in the specifications that is necessary to provide complete and thorough installation and commissioning according to “trade standards” shall be included in the proposal and shall conform in strength, quality of materials, and workmanship to what is usually provided in the trade. Remedial work, including the cost to correct any consequential damages, shall be at the contractor’s expense, including labor and material costs.

**2.4.6 Performance Expectations; City’s Right to Withdraw Portion of Work for Deficient Work or Terminate Contract for Cause** - The Contractor shall respond and resolve all deficiencies in performance of this contract within 10 business days (Monday-Friday) following notification by the City. The City shall provide notification in writing to the Contractor’s designated manager. If performance deficiencies are not resolved by the Contractor within 10 business days, the City shall have the option of hiring and paying for an outside contractor to perform the work and/or terminating the contract for cause. Costs of hiring an outside Contractor shall be deducted from monies due to the Contractor.

## SECTION 3 - GENERAL REQUIREMENTS

### 3.1 General

**3.1.1** - This is a lump sum contract under the City Administrator contracting authority for the work listed.

**3.1.2 Insurance** - Certificate of Insurance with Additional Insured Endorsement at City specified amounts as required.

**3.1.2.1 Automobile Liability** - Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

**3.1.2.2 Commercial General Liability** - Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

**3.1.3 Performance & Payment Bonds** - Performance and Payment Bonds are required.

**3.1.4** - Work will be administered through the Public Works Director and office. Work will be inspected by the Public Works Department or representative engineer.

**3.1.5** - The Contractor shall furnish all tools, materials, and equipment necessary to perform the work.

**3.1.6 Prevailing Wage** - All work performed under this contract is applicable to prevailing wage rates as set forth by the State of Washington Department of Labor and Industries Prevailing Wage Schedule, RCW 39.12.020. It is the responsibility of the contractor to ensure that the appropriate labor classification(s) are identified and applied.

**3.1.7 Intents and Affidavits** - The contractor shall provide certified documentation of filing with the Department of Labor and Industry a "Statement of Intent to Pay Prevailing Wages" prior to start of work. Certified documentation of an "Affidavit of Wages Paid" must be provided prior to final payment. Cost of these filings is the responsibility of the contractor and not the City.

**3.1.8** L &I Training (ESSHB 1673, RCW39.06.020) required.

### **3.2 Waste Disposal**

All waste generated from this project shall be disposed of by the contractor at an approved site.

### **3.3 Safety**

Contractor shall perform work in a manner to protect the health and safety of all workman and the public. All work shall be in accordance with standard industry safety practices and in compliance of current OSHA regulations.

### **3.4 Warranty**

Contractor shall warrant all work to be free of defects for a period of one (1) year from date of final acceptance.

## **SECTION 4 - EXECUTION OF WORK**

### **4.1 General**

**4.1.1 Preconstruction Meeting** - A preconstruction meeting with Public Works staff will be arranged and scheduled by the successful bidder at City Hall prior to the beginning of all work.

**4.1.2 Work Schedule** - Work shall not commence earlier than 7:00 AM, nor extend beyond 7:00 PM, without the express approval of the Public Works Director or designee. No work shall be performed on Fridays, Saturdays, Sundays or holidays unless authorized by the Public Works Director or designee.

**4.1.3 Waste Disposal** - All waste material generated by the contractor's staff shall be removed daily from the work site and the area left clean.

### **4.2 Existing Water Meter Removal**

**4.2.1** Contractor supplies all materials and labor necessary including confined space equipment, respirators, and safety clothing as required by OSHA to perform all work.

**4.2.2** Removal of existing equipment and appropriate disposal (off-site) of the used equipment.

### **4.3 New Water Meter Replacement**

**4.3.1** Contractor supplies all materials and labor, including confined space equipment, respirators and safety clothing as required by OSHA to perform all work.

**4.3.2** Any material or equipment that will fully perform the duties specified will be considered an **“Approved Alternative”**, provided the bidder submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of an **“Approved Alternative”** shall be made in writing at least five business days prior to bid opening. During the bidding period, all approvals shall be issued by the City Architect/Engineer in the form of addenda at least two business days prior to the bid opening date.

**4.3.3** Install new equipment as per manufacturer’s specifications.

**4.3.4** initiate start-up, testing, etc. to insure proper operation.

## **SECTION 5 - PROPOSAL TERMS AND CONDITIONS**

**5.1.** The City reserves the right to reject any and all proposals, and to waive minor irregularities in any bid proposal.

**5.2.** The City reserves the right to request clarification of information submitted, and to request additional information from any bidder.

**5.3.** The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the bid.

## **SECTION 6 – PAYMENT**

### **6.1 Retainage - 5%**

**6.1.1** Retainage will be released upon completion of all Labor and Industries Requirements for Notice of Completion and release by L&I, DOR, and ESD.

**6.2** Invoiced as a detailed lump sum after final acceptance of work or as a detailed percentage of completion of work at the end of each month for approval and payment the following month with Council approval.

## ATTACHMENTS

- ✓ Bidder Qualifications Certificate
- ✓ Non-Collusion Declaration
- ✓ AMI System Proposal Bid Form Summary
- ✓ Water Meters / Node Pricing
- ✓ Water Meter / Node Installation
- ✓ AMI Collection Equipment / Installation
- ✓ AMI Implementation
- ✓ AMI Continuing Services
- ✓ Bidder's Checklist
- ✓ City Water Distribution Map
- ✓ Sample Public Works Contract

# Bidder's Qualification Certificate

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The undersigned hereby certifies and submits the following qualifications:

1. Name and Address

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2. State of Washington Registration No. \_\_\_\_\_ Expires: \_\_\_\_\_

3. Number of years in contracting business under present name: \_\_\_\_\_ (years)

4. Particular types of construction performed by your company:

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5. List several recent construction projects performed of similar scope and budget:

Amount	Type	Owner	Name	Phone
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6. Gross amount of contracts now in hand \$ \_\_\_\_\_

7. Bank Reference(s):

Name	Address	Account Type
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By: \_\_\_\_\_ Date: \_\_\_\_\_

Name

Title: \_\_\_\_\_

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

### **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SR

DOT Form 272-0361 EF  
07/2011

**Signature:**

**Date:**

**Title:**



**City of Leavenworth**  
**AMI System Proposal Bid Form Summary**

Contractor	Contractors Registration No. & Expiration Date
Street Address	Federal Tax I.D. No. or Social Security No.
City, State, Zip	L&I Account Number
Phone/Email	Unified Business Identity Number

**SUBTOTALS FROM BID SHEETS**

<b>WATER METERS/TRANSMITTING NODES</b>	\$ _____
<b>Meter/Node Installation</b>	\$ _____
<b>AMI Data Collection Equipment</b>	\$ _____
<b>AMI Implementation</b>	\$ _____
<b>Continuing Services</b>	\$ _____
<b>Sub Total</b>	\$ _____
<b>Washington State Sales Tax 8.4%</b>	\$ _____
<b>TOTAL LUMP SUM BID</b>	\$ _____

Signature of Bidder	Date
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Printed Name	Title

**WATER METER / NODE PRICING**

QTY	Description (Provide Model/Type)	Price/Unit	Total Cost
1095	.75" Meter -		
133	1" Meter -		
38	1.5" Meter -		
39	1.5" Meter -		
13	2" Meter -		
51	2" Meter -		
12	3" Meter -		
1381	Transmitting Nodes -		
	Additional Item -		
	Additional Item -		
<b>SUBTOTAL METERS/NODES</b>			

**WATER METER / NODE INSTALLATION**

QTY	Description (Provide Model/Type)	Price/Unit	Total Cost	
1095	.75" Meter Change-out			
133	1" Meter Change-out			
77	1.5" Meter Change-out			
64	2" Meter Change-out			
12	3" Meter Change-out			
1	Removed Meter Disposal			
1	Mobilization			
	Additional Item -			
	Additional Item -			
	Provide Hourly Rate Sheet for Other Possible Work			
<b>SUBTOTAL METER INSTALLATION</b>				

**AMI COLLECTION EQUIPMENT / INSTALLATION**

QTY	Description (Provide Model/Type)	Price/Unit	Total Cost	
	Provide Breakdown as per Propagation Study			
<b>Base Station</b>				
	Equipment			
	Installation			
	Other			
<b>Booster Station(s)</b>				
	Equipment			
	Installation			
	Other			
<b>SUBTOTAL AMI COLLECTION &amp; INSTALLATION</b>				

**AMI IMPLEMENTATION**

QTY	Description (Provide Model/Type)	Price/Unit	Total Cost	
1	Set-up/Installation/User Interface			
1	City Utility Billing Compatability			
1	Staff Training			
1	Initial Annual Fees			
	Other Costs (List/Describe)			
<b>SUBTOTAL AMI IMPLEMENTATION</b>				

**AMI CONTINUING SERVICES**

QTY	Description (Provide Model/Type)	Price/Year	Total Cost	
4	Support Sevices/Troubleshooting			
4	System Maintenance Updates/Support			
Required Continuing Annual Fees For AMI				
1	Year 2			
1	Year 3			
1	Year 4			
1	Year 5			
	Other Continuing Fees (List/Describe)			
<b>SUBTOTAL CONTINUING SERVICES</b>				

## **BIDDER'S CHECKLIST**

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The Bidder's attention is called to the following forms which must be completed in full as required and submitted collectively as the Bid Proposal package:

- **Statement of Bidder's Qualifications**
- **Non-Collusion Certificate**
- **Letter of Introduction**
- **Key Personnel**
- **Similar Work and References**
- **Approach to Work (see previous Section 1.5 Bid Proposal Components)**
- **Proposal Form Bid Summary and Rate Sheets**

The following forms are to be executed and submitted within 10 calendar days of award of contract:

- **Signed Contract**
- **Certificate of Insurance**
- **Statement of Intent to Pay Prevailing Wage**
- **Performance and Payment Bond**
- **Proposed Schedule of Work**

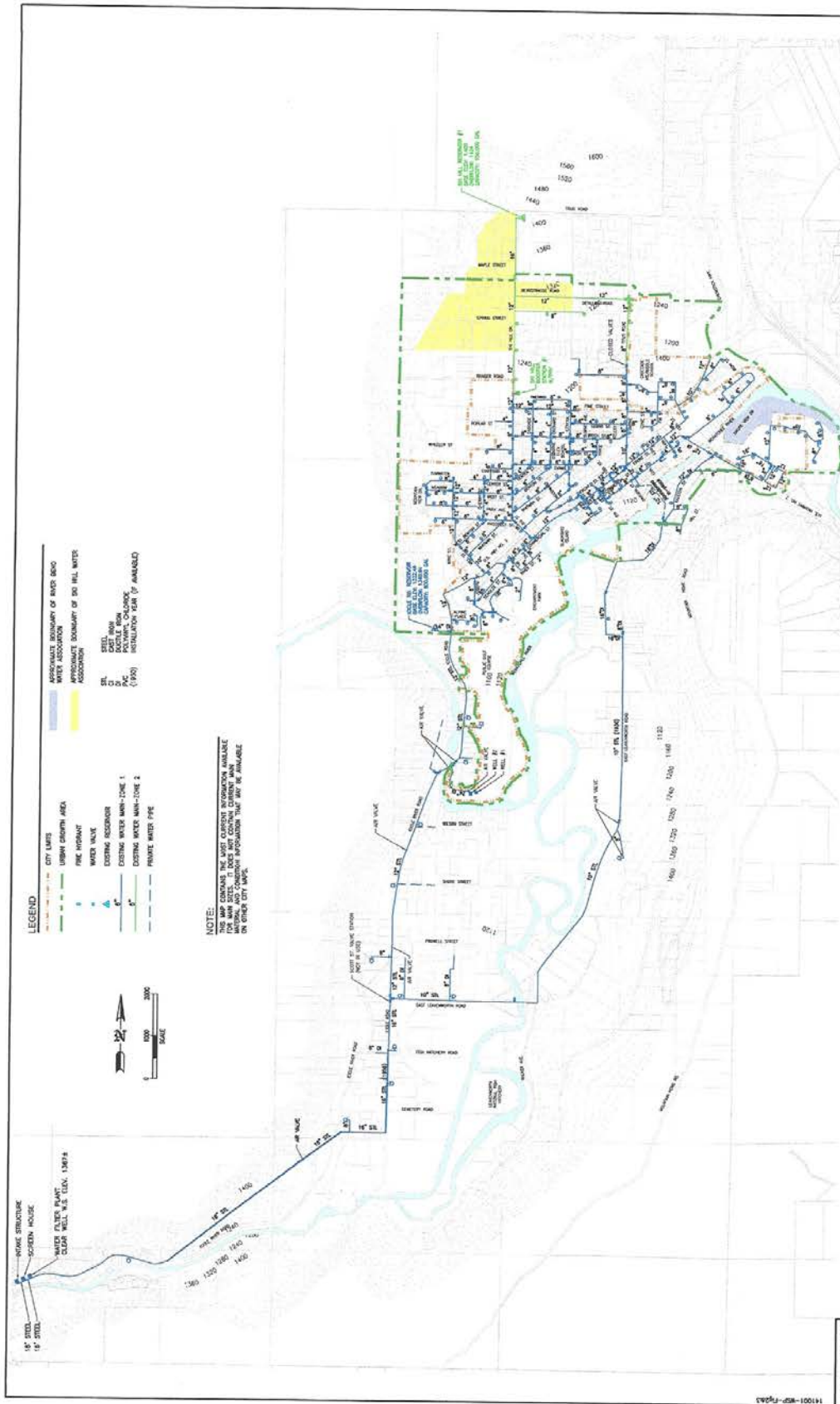


FIGURE 2

CITY OF LEAVENWORTH, WA  
WATER SYSTEM PLAN  
EXISTING WATER SYSTEM

**VARELA AND ASSOCIATES, INC.**  
ENGINEERING AND MANAGEMENT

- LEGEND**
- CITY LIMITS
  - URBAN GROWTH AREA
  - FIRE HYDRANT
  - WATER MAIN
  - EXISTING WATER MAIN - 12" & 18"
  - EXISTING WATER MAIN - 24" & 30"
  - FUTURE WATER PIPE
  - APPROXIMATE BOUNDARY OF RAIN BASIN
  - WATER ASSOCIATION
  - APPROXIMATE BOUNDARY OF SO HILL WATER ASSOCIATION
  - STEEL PIPE
  - DUCTILE IRON PIPE
  - PVC PIPE
  - INSULATION (NOT YET AVAILABLE)

**NOTE:**  
THIS MAP CONTAINS THE MOST CURRENT INFORMATION AVAILABLE. ANY CHANGES TO THIS MAP SHALL BE THE RESPONSIBILITY OF THE USER. VARELA AND ASSOCIATES, INC. DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION THAT MAY BE AVAILABLE ON OTHER CITY MAPS.

SCALE: AS SHOWN  
DRAWN: TYP  
CHECKED: TYP  
APPROVED: TYP  
DATE: 8/28/17



## SAMPLE SMALL PUBLIC WORKS CONTRACT

**THIS SMALL PUBLIC WORKS CONTRACT** (“Contract”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **[INSERT NAME OF CONTRACTOR]**, **[INSERT NATURE OF BUSINESS ENTITY OF CONTRACTOR—I.E., CORPORATION, LIMITED LIABILITY CORPORATION, SOLE PROPRIETORSHIP AND WHETHER LICENSED/INCORPORATED IN WASHINGTON]** (“Contractor”), and the City of Leavenworth, a municipal corporation (“City”).

**WHEREAS**, the City desires to **[INSERT SHORT DESCRIPTION OF PROJECT]**;  
and

**WHEREAS**, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out and complete said work and submitted a bid to the City to do said work; and

**WHEREAS**, the Contractor and the City desire to enter into this Contract for the construction of the **[FILL IN NAME OF PROJECT]** in accordance with the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

**1. Scope of Work—the Project.**

The Contractor shall perform, carry and complete the **[FILL IN NAME OF PROJECT]** Project (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The project shall be completed no later than **[FILL IN COMPLETION DATE OF PROJECT]**.

**2. Contract Documents.**

The following documents are incorporated into this Contract by this reference:

- a. Bid Proposal (attached).
- b. Payment and Performance Bond (attached).
- c. Retainage Bond (attached).
- d. 2010 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- e. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- f. General Conditions
- g. **[REFERENCE OTHER DOCUMENTS AS APPROPRIATE]**

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3. Commencement of Work.**

Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- a. Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a Leavenworth Business Licenses and UBI number.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within ten (10) calendar days of the date of said Notice.

**4. Time is of the Essence/Liquidated Damages.**

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

**5. Payment for Project.**

a. Total Contract Sum for Project. The City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **[INSERT DOLLAR FIGURE]** in accordance with the bid price in the Bid Proposal and *including* Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of Contractor's Intent to Pay Prevailing Wages prior to payment.

c. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

d. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

e. Progress Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

f. Payments for Alterations and/or Additions. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Standard Specifications. Following approval of the RFI and/or CCO, the Contractor shall submit a completed City standard payment request form.

g. Retainage. Pursuant to RCW Chapter 60.28, a sum of five-percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

- i. Retained in a fund by the City; or
- ii. In the form of a retainage bond; or
- iii. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

- iv. A release has been obtained from the Washington State Department of Revenue.
- v. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- vi. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
- vii. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
- viii. All claims, as provided by law, filed against the retainage have been resolved.

h. Final Acceptance of the Project. Final Acceptance is determined when the Project is accepted by the City Council as being one hundred percent (100%) complete.

i. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

j. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by

representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

**6. Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or other applicable provision of the Contract.

**7. Termination of Contract.**

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) business days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

**8. Status of Contractor.**

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

**9. Permits.**

The Contractor will apply for, pay for and obtain any and all City, State and Federal permits necessary to commence, construct and complete the Project.

**10. Business License Required.**

The Contractor shall obtain a City of Leavenworth Business License prior to commencement of work under this Contract.

**11. Work Ethic.**

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

**12. City Ownership of Work Products.**

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor upon written request from the City.

**13. Job Safety.**

a. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

**14. Prevailing Wages.**

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

**15. Taxes and Assessments.**

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

**16. Nondiscrimination Provision.**

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**17. The Americans with Disabilities Act.**

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State’s anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

**18. Compliance With Law.**

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**19. Guarantee of Work.**

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

## **20. Contractor's Risk of Loss.**

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that Contractor has familiarized itself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that the Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

## **21. Indemnification and Hold Harmless.**

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this



subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

d. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **22. Insurance.**

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance. The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability Insurance. Automobile Liability insurance shall be obtained covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability Insurance. Commercial General Liability insurance shall be obtained and shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation Coverage. Contractor shall maintain Workers Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - iv. Builder's Risk Insurance. Contractor shall obtain Builder's Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- b. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:
- i. Automobile Liability Insurance -- a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability Insurance -- shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
  - iii. Builders Risk Insurance -- shall be written in the amount of the completed value of the project with no coinsurance provisions.
- c. Insurance coverage shall be primary. The insurance policies are to contain, or be endorsed to contain, the following provision for Automobile Liability and Commercial General Liability insurance:
- The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- e. Verification of Coverage. The Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to

loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

f. Contractor's Insurance For Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

g. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Notice of Cancellation of Insurance. In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

### **23. Assignment and Subcontractors.**

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

d. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the

City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

**24. Severability.**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**25. Integration and Supersession.**

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**25. Non-Waiver.**

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

**27. Survival.**

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**28. Contract Representatives and Notices.**

This Contract shall be administered for the City by the City’s Contract Representative (**INSERT NAME OF CITY PERSON**), and shall be administered for the Contractor by the Contractor’s Contract Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:                   **[INSERT CITY REP NAME AND TITLE]**  
   **[INSERT ADDRESS]**

To Contractor:               **[FILL IN INFO RE CONTRACTOR]**

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**29. Third Parties.**

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**30. Governing Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**31. Venue.**

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Chelan County, Washington.

**32. Attorney Fees.**

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

**33. Authority.**

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

**34. Counterparts.**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

**CITY OF LEAVENWORTH**

**[INSERT CONTRACTOR’S FULL NAME]**

By: \_\_\_\_\_  
Carl J. Florea, Mayor

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Chantell Steiner, City Clerk

Approved as to form:

\_\_\_\_\_  
Thom Graafstra, City Attorney

Acknowledgement of Waiver of Contractor’s Industrial Insurance Immunity:

\_\_\_\_\_  
City

\_\_\_\_\_  
Contractor

**ATTACHMENTS:**

- a. Bid Proposal
- b. Payment and Performance Bond.
- c. Retainage Bond (at the option of the Contractor)
- d. General Conditions