



CITY OF LEAVENWORTH
REQUEST FOR PROPOSAL

2026-2028 Village of Lights Flagging

Project No. 2026-011

August 2026

**City of Leavenworth
700 US Hwy 2 / P.O. Box 287
Leavenworth, WA 98826
Phone: 509-548-5275**

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REQUEST FOR PROPOSAL (RFP)

1.0 OBJECTIVE

The City of Leavenworth (“City”) is soliciting proposals from qualified traffic control providers (“Contractors”) to provide traffic control services for the annual Village of Lights: Christmastown event under a three-year agreement covering the 2026, 2027, and 2028 event seasons. The season is generally defined as beginning on the last weekend of November (Thanksgiving) and ending on first weekend of January (New Years).

<https://leavenworth.org/event/village-of-lights/>

2.0 BACKGROUND

Beginning in 2018, the City of Leavenworth has annually funded traffic control services for the Village of Lights: Christmastown event with the goal of reducing congestion and increasing traffic flow through the City. This year, traffic control will be performed with the same traffic control plan that was utilized in 2025, which was based on historic data from traffic cameras and signals.

3.0 SCOPE OF WORK

Contractor to provide all labor, material, equipment, signage, and channelization devices for managing traffic in accordance with the associated traffic control plans for the City of Leavenworth during the up to (6) Saturdays of the Village of Lights: Christmastown event seasons.

The Contractor’s Scope of Work will address the following elements and their associated costs for the seasons as scheduled above:

- a. **Event Preparation Coordination Meeting** is paid per each City-hosted event preparation coordination meeting that is attended by the Contractor. The Contractor is expected to attend meetings and provide input related to traffic control operations. Two (2) meetings are anticipated; approximately one (1) hour each.
- b. **Event After Action Review Meeting** is paid per each City-hosted post-event review and coordination meeting that is attended by the Contractor. The Contractor is expected to attend meetings and provide input related to traffic control operations. Six (6) meetings are anticipated; approximately one (1) hour each.
- c. **Event Mobilization/Demobilization** is paid per each day of traffic control services, which is anticipated to include Saturdays occurring in the last weekend of November through the first weekend in January. Mobilization/Demobilization shall consist of the costs of preparatory work, operations performed by the

Contractor, travel time for labor and equipment to the project site, and post-project activities, including but not limited to travel time for labor and equipment from the project site.

- d. **Traffic Control Flagger / Spotter / Laborer.** This item is paid per person-hour. Traffic control flaggers shall have a current State of Washington Traffic Control Flagger Card per WAC 296-155-305 (6).
- The number of flaggers anticipated to execute the Traffic Control Plans associated with the Lighting Event is eight (8) or more per service day; and
 - Flaggers are to be onsite no later than 9:00 AM for each service day; and
 - It is anticipated flaggers are needed onsite until 9:00 PM, depending on traffic demands. The end time of each event date is determined by a combination of the Washington State Department of Transportation and Washington State Patrol.
- e. **Traffic Control Supervisor.** This item is paid per person-hour. Traffic Control Supervisor shall have a current State of Washington Traffic Control Flagger Card per WAC 196-155-305 (6). Traffic Control Supervisor shall be onsite and available by cell phone at all times during flagging and spotting activities.
- f. **Portable Changeable Message Sign (PCMS).** This item is paid per day. Payment for one (1) day shall include all PCMSs shown in the Traffic Control Plans. PCMS messaging and location is identified in attached TCP #4.
- g. **Light Stand and Generator.** This item shall be paid per day. Payment for one (1) day shall include all light stands and associated generators for the entirety of the flagger stations shown in the Traffic Control Plans. Per Manual on Uniform Traffic Control Devices standards, all flagging stations shall be illuminated during nighttime hours. Proposed light stand and generator shall meet Manual on Uniform Traffic Control Device standards.
- h. **48" by 48" Custom Sign and Stand.** The Custom Sign and stand is shown in the attached TCP #2 and is the property of the City. It will be provided by and then returned to the City following the completion of the season.

General Requirements

All signs, channelized devices, spacing, and flagging stations shall conform to the 2025 Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall promptly notify the City of any discovered omissions, conflicts, ambiguities, or discrepancies within this Request for Proposal and Traffic Control plans.

4.0 ESTIMATE

The total cost for Professional Services described herein is currently budgeted at \$120,000.00 per season/year.

THIS IS NOT A PREVAILING WAGE PROJECT

Prevailing wages are NOT in effect with this contract. This work is not associated with Public Work as defined in RCW 39.04.

5.0 PROPOSAL PROCESS

Proposal Submission Procedure

Submissions shall be sent **electronically** to Courtney Porter, Executive Assistant, at cporter@cityofleavenworth.com by **3:00 PM on Thursday, September 10, 2026**. Late or incorrectly submitted submissions will be automatically disqualified from consideration. Any proposal received after the specified date and time will automatically be rejected and will not receive any further consideration by the City.

Contractor Selection Schedule

The solicitation, receipt, and evaluation of submittals and the selection of the Contractor are anticipated to conform to the following schedule. Please note that these dates are subject to change and are only provided for preliminary purposes.

Proposal Due.....	September 10, 2026
Proposal Review.....	September 10, 2026
Contractor Selection Completed.....	September 15, 2026
City Council Approval	September 22, 2026
Notice to Proceed Issued	September 23, 2026

Addendums to the Request for Proposal

Any revisions, updates and/or clarifications of the Request for Proposal will be posted on the City's webpage at:

<https://cityofleavenworth.com/documents/request-for-proposal-rfp-for-2026-village-of-lights-flagging>

Proposal Format and Content Requirements

The following requirements must be met in all proposals submitted:

- Submittal shall have a maximum page limit of 5 pages excluding title page and/or cover letter.
- **Cover Letter:** Provide a cover letter that, at a minimum, is:

- On Contractor Firm letterhead
- Includes “2026-2028 Village of Lights Flagging” in the subject heading
- A maximum of two (2) pages long
- Signed by an individual authorized to bind the Contractor to the proposal for a period of 90 days with corresponding contact information
- **Qualifications and Experience:** This section shall contain the following:
 - Type of organization
 - Size (i.e. local office and total firm size)
 - Number of years as a firm
 - Name, qualifications, and experience of personnel assigned to the Project, including professional registrations and affiliations. When listing sub-Contractors, describe the listed experience and the exact tasks that each entity will perform.
 - Outline of recent projects completed that are similar to this Project.
 - Client references from recent similar projects, including name, address and telephone number of agency contact(s).
- **Total Project Cost:** This proposal shall include the following table with a unit price and total item cost. If the proposal includes a mathematical error, the unit price shall prevail over the total item cost.

Item No.	Item Name	Estimated Quantity	Unit
1	Event Preparation Coordination Meeting	2	Each
2	Event After Action Review Meeting	6	Each
3	Event Mobilization/Demobilization	6	Day
4	Traffic Control Flagger / Spotter / Laborer	6	Day
5	Traffic Control Supervisor	6	Day
6	Portable Changeable Message Sign (PCMS)	6	Day
7	Light Stand and Generator	6	Day

Note: The number of mobilization days may vary based on the number of days in the calendar year and/or unforeseen circumstances, such as weather events. Therefore, the proposal must include both a **cost per day** and the **total cost for the season**.

6.0 CONTRACTOR EVALUATION AND SELECTION PROCESS

A committee comprised of City staff will evaluate and may select a short list of up to three Contractors to make an oral presentation, or may make a selection based only on the following criteria of the proposals:

A committee comprised of City staff will evaluate and rate the proposals to the following criteria:

Criteria.....	Total Possible Points
Qualifications and Experience	50 points
Total Project Cost.....	50 points

7.0 CITY CONTACT INFORMATION

Questions regarding this project should be directed to:

Courtney Porter
Executive Assistant
Phone: (509) 699-1753
Email: cporter@cityofleavenworth.com
Mailing Address:
P.O. Box 287
Leavenworth, WA 98826

Physical Address:
700 US Hwy 2
Leavenworth, WA 98826

8.0 TERMS AND CONDITIONS

The City of Leavenworth exercises its discretion in selecting a firm or individual that presents the proposal that, in sole judgement of the City, best serves the interest of the City. The City reserves the right to waive minor irregularities in any proposal, reject any proposal that fails to meet the proposal requirements in any respect, to reject all proposals for any reason, or to cancel in part or in its entirety the Request for Proposals.

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as

a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the proposal if it is in the best interest of the City to do so.

All costs for developing a response to this request are the obligation of the respondent and are not chargeable to the City. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by the City. All responses and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the City Contact listed in Section 7.0 of this Request for Proposal. Proposals cannot be withdrawn after the published close date.

The City of Leavenworth, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Contractors that will affirmatively ensure that any contract entered into pursuant to this request for qualifications, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposal in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

9.0 ATTACHMENTS

- Sample Contractor Services Agreement
- 2025 Traffic Control Plans

**CONTRACTOR SERVICES AGREEMENT BETWEEN
CITY OF LEAVENWORTH, WASHINGTON
AND _____**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of, Leavenworth Washington, a Washington State municipal corporation ("City"), and _____, a Washington _____ ("Contractor") **[LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]**.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with Contractor services regarding **[INSERT SHORT GENERAL DESCRIPTION OF WHAT SERVICES ARE REGARDING]** as described in Article II. The general terms and conditions of the relationship between the City and the Contractor are specified in this Agreement.

ARTICLE II. SCOPE OF WORK

The Scope of Work is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Work"). All services and materials necessary to accomplish the tasks outlined in the Scope of Work shall be provided by the Contractor unless noted otherwise in the Scope of Work or this Agreement. All such services and work shall be provided in accordance with the standards of the Contractor's profession.

ARTICLE III. OBLIGATIONS OF THE CONTRACTOR

III.1 MINOR CHANGES IN SCOPE. The Contractor shall accept minor changes, amendments, or revision in the detail of the Scope of Work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Contractor perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Work in the scope of work. Such work will be considered as extra work and will be specified in a written supplement to the scope of work, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Contractor at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DELIVERABLES. To the extent the work performed under this Agreement includes the creation of documents, designs, drawings, plans, specifications, reports, graphics, electronic files, or other work product or deliverables specifically prepared for the City, such materials shall be furnished to the City and, upon payment by the City, shall become the property of the

City. The Contractor may retain copies for its records.

The Contractor shall be responsible for the accuracy and completeness of work product and deliverables prepared by the Contractor under this Agreement, notwithstanding review or acceptance by the City.

In the event the Contractor defaults or this Agreement is terminated prior to completion, the Contractor shall, upon request, provide the City with all completed and partially completed work product and deliverables for which the City has paid or is obligated to pay, together with information reasonably necessary to identify the status of the work.

The Contractor shall not be liable for the City's reuse or modification of work product or deliverables for purposes other than those contemplated by this Agreement without the Contractor's written authorization.

III.3 TERM. The term of this Agreement shall commence on _____ and shall terminate at midnight, _____. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Contractor.

b. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Contractor or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Contractor.

c. Contractor represents, unless otherwise indicated below, that all employees of Contractor that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Contractor indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid,

Contractor hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Contractor affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Contractor, and such retirees shall provide City with all information required by City to report the employment with Contractor to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Insurance Term**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

b. **No Limitation**

The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Contractor shall obtain insurance of the types described below:**

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional

insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. The minimum insurance limits shall be as follows:

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

e. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

f. Acceptability of Insurers

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

g. Verification of Coverage

The Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

h. Notice of Cancellation.

The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

i. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

j. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown

above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Contractor agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Contractor will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Contractor agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Contractor shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Contractor represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Chelan County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Contractor shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Contractor shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to 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 Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Contractor shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

d. Prior to commencement of work, the Contractor shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Contractor agrees to and shall notify the City of any potential conflicts of interest in Contractor's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Contractor shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Contractor must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Contractor will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Contractor may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Contractor shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Contractor shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Contractor under this Agreement exceed \$_____ without the written agreement of the Contractor and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Contractor a mutually agreed amount.

b. The Contractor shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Contractor shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Contractor's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Contractor shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Contractor with a copy of the Records Request and the Contractor shall provide copies of any City records in Contractor's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Contractor will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

**City of Leavenworth
Attn:
PO Box 287
Leavenworth, WA 98826**

**Accounts Payable via email:
ap@cityofleavenworth.com**

Notices to the Contractor shall be sent to the following address:

**[INSERT NAME
TITLE
ADDRESS OF CONTRACTOR
CONTACT]**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Contractor.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Contractor for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement 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.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement 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 agreement, covenant or condition of this Agreement, 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 agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Chelan County, Washington.

V.10 **COUNTERPARTS.** This Agreement 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 Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2026.

CITY OF LEAVENWORTH

[INSERT TRUE AND ACCURATE NAME
OF COMPANY]

By

By

Carl J. Florea, Mayor

[PRINT OR TYPE NAME AND TITLE]

Approved as to form:

Thomas H. Graafstra, City Attorney

Exhibit A
Scope of Work

Project location:
SR - 2 & 9th St. Leavenworth

Project Dates:
Thanksgiving Weekend through New Years
Day Weekend
Work Hours:
Friday morning to Monday morning

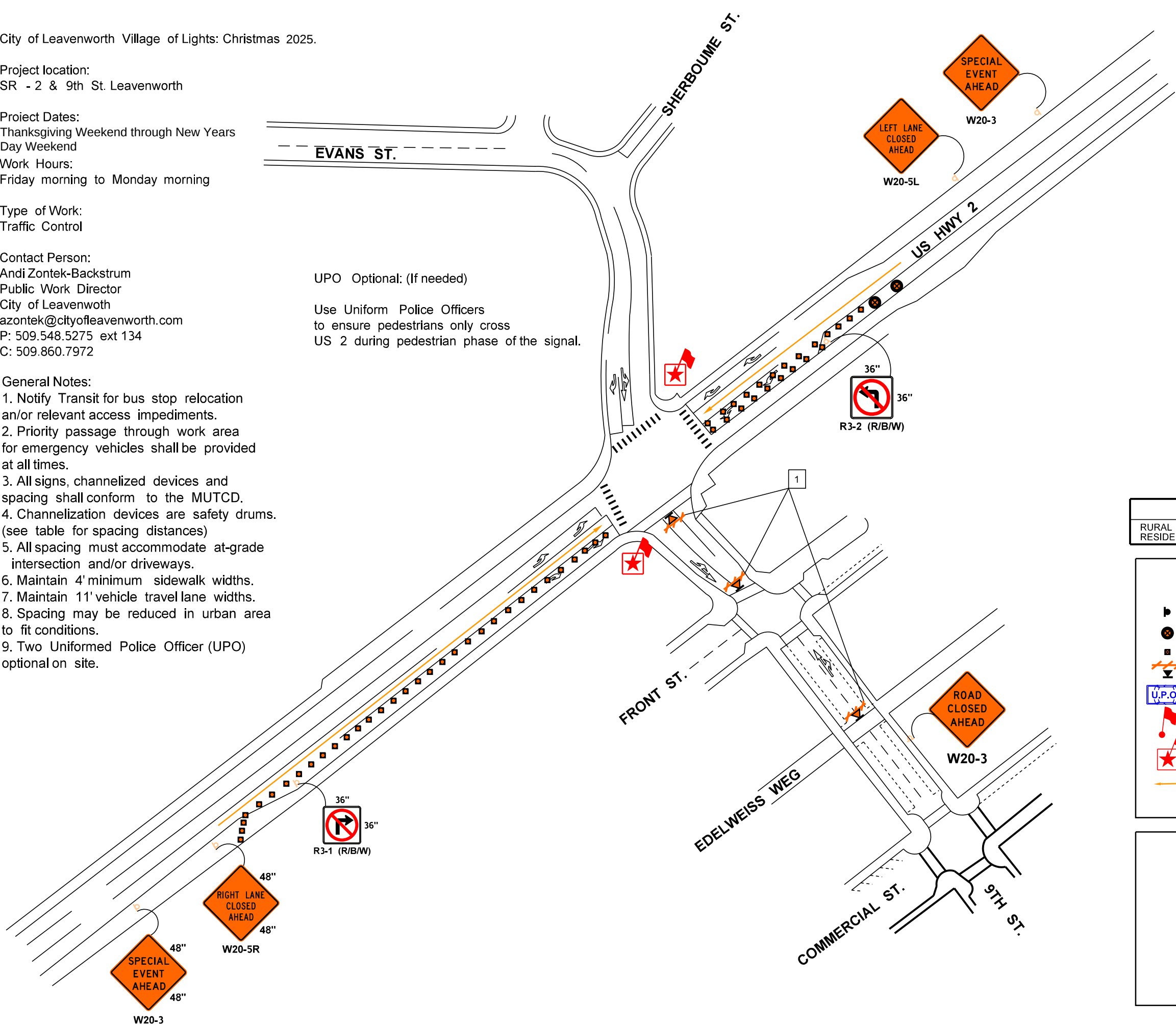
Type of Work:
Traffic Control

Contact Person:
Andi Zontek-Backstrum
Public Work Director
City of Leavenworth
azontek@cityofleavenworth.com
P: 509.548.5275 ext 134
C: 509.860.7972

- General Notes:
1. Notify Transit for bus stop relocation an/or relevant access impediments.
 2. Priority passage through work area for emergency vehicles shall be provided at all times.
 3. All signs, channelized devices and spacing shall conform to the MUTCD.
 4. Channelization devices are safety drums. (see table for spacing distances)
 5. All spacing must accommodate at-grade intersection and/or driveways.
 6. Maintain 4' minimum sidewalk widths.
 7. Maintain 11' vehicle travel lane widths.
 8. Spacing may be reduced in urban area to fit conditions.
 9. Two Uniformed Police Officer (UPO) optional on site.

UPO Optional: (If needed)

Use Uniform Police Officers
to ensure pedestrians only cross
US 2 during pedestrian phase of the signal.



TRAFFIC CONTROL PLAN # 1

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
20 - 30	20	40

RECOMMENDED SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25-30 MPH	200'± (2)

LEGEND

TEMPORARY SIGN LOCATION

TRAFFIC SAFETY DRUM

36" REFLECTIVE TRAFFIC CONE

TYPE 3 BARRICADE WITH SIGN

UNIFORM POLICE OFFICER VEHICLE

FLAGGER STATION

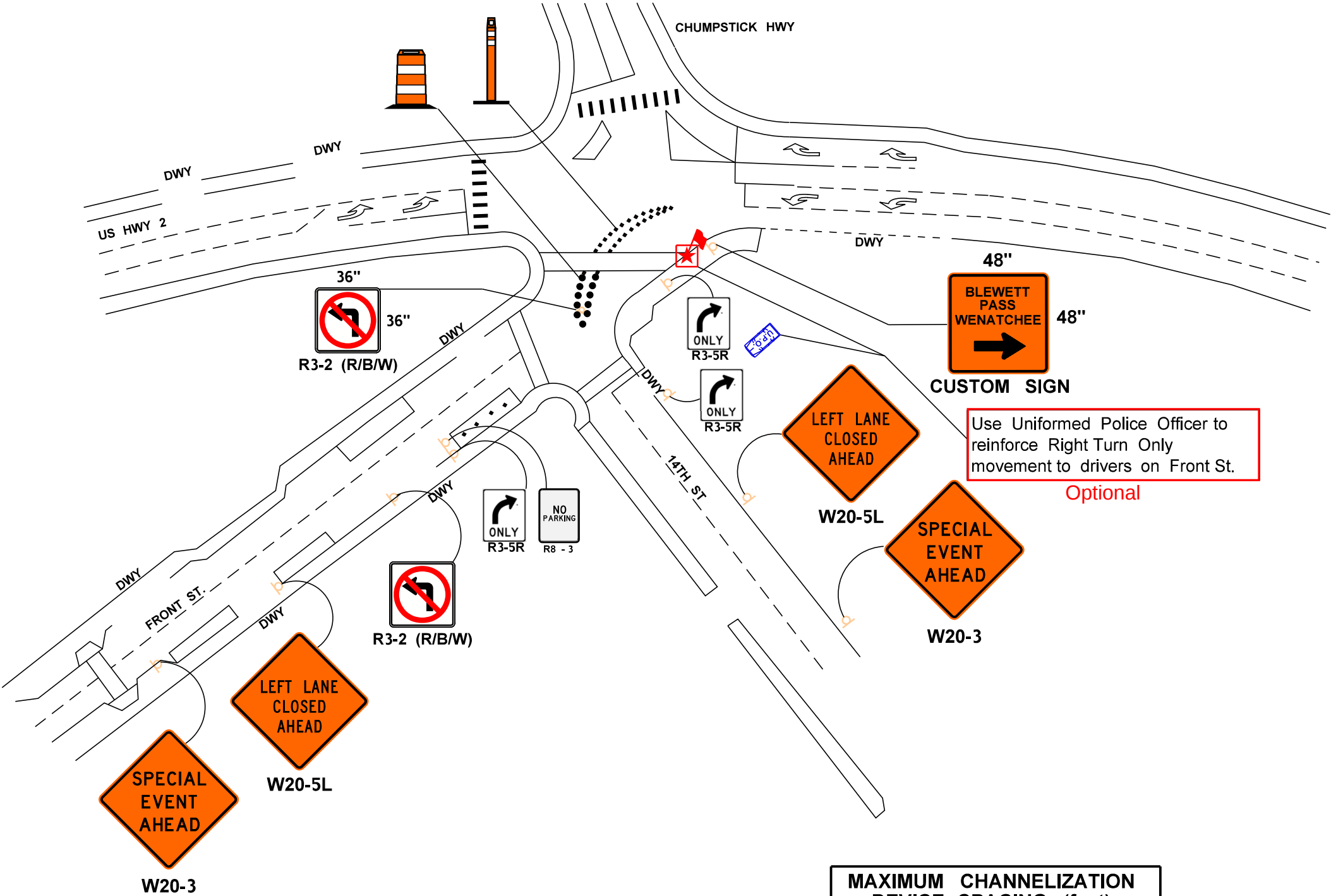
UNIFORM POLICE OFFICER

TEMPORARY TRAFFIC DIRECTION

BARRICADE LENGTH EQUAL
TO FULL WIDTH OF STREET

TRAFFIC CONTROL

PLAN # 2



LEGEND

- TEMPORARY SIGN LOCATION
- TRAFFIC SAFETY DRUM
- 36" REFLECTIVE TRAFFIC CONE
- TYPE 3 BARRICADE WITH SIGN
- UNIFORM POLICE OFFICER VEHICLE
- FLAGGER STATION
- UNIFORM POLICE OFFICER
- TEMPORARY TRAFFIC DIRECTION

- General Notes:
1. Notify Transit for bus stop relocation an/or relevant access impediments.
 2. Priority passage through work area for emergency vehicles shall be provided at all times.
 3. All signs, channelized devices and spacing shall conform to the MUTCD.
 4. Channelization devices are safety drums. (see table for spacing distances)
 5. All spacing must accommodate at-grade intersection and/or driveways.
 6. Maintain 4' minimum sidewalk widths.
 7. Maintain 11' vehicle travel lane widths.
 8. Spacing may be reduced in urban area to fit conditions.
 9. One Uniformed Police Officer (UPO) Optional on site.

City of Leavenworth Village of Lights:
Christmas 2025.
Project location:
US 2 HWY at Chumstick/Front St.
Project Dates:
Thanksgiving thru New Years weekend, All
Saturdays and on Black Friday.
Work Hours:
10:00 AM Thru 8:00 PM
Type of Work:
Traffic Control

Contact Person:
Andi Zontek-Backstrum
Public Work Director
City of Leavenworth
azontek@cityofleavenworth.com
P: 509.548.5275 ext 134
C: 509.860.7972

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
20 - 30	20	40

RECOMMENDED SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25-30 MPH	200'± (2)



TRAFFIC CONTROL PLAN # 3

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
20 - 30	20	40

RECOMMENDED SIGN SPACING = X (1)		
URBAN STREETS	25 MPH OR LESS	100'± (2)

LEGEND

 TEMPORARY SIGN LOCATION

 TRAFFIC SAFETY DRUM

 36" REFLECTIVE TRAFFIC CONE

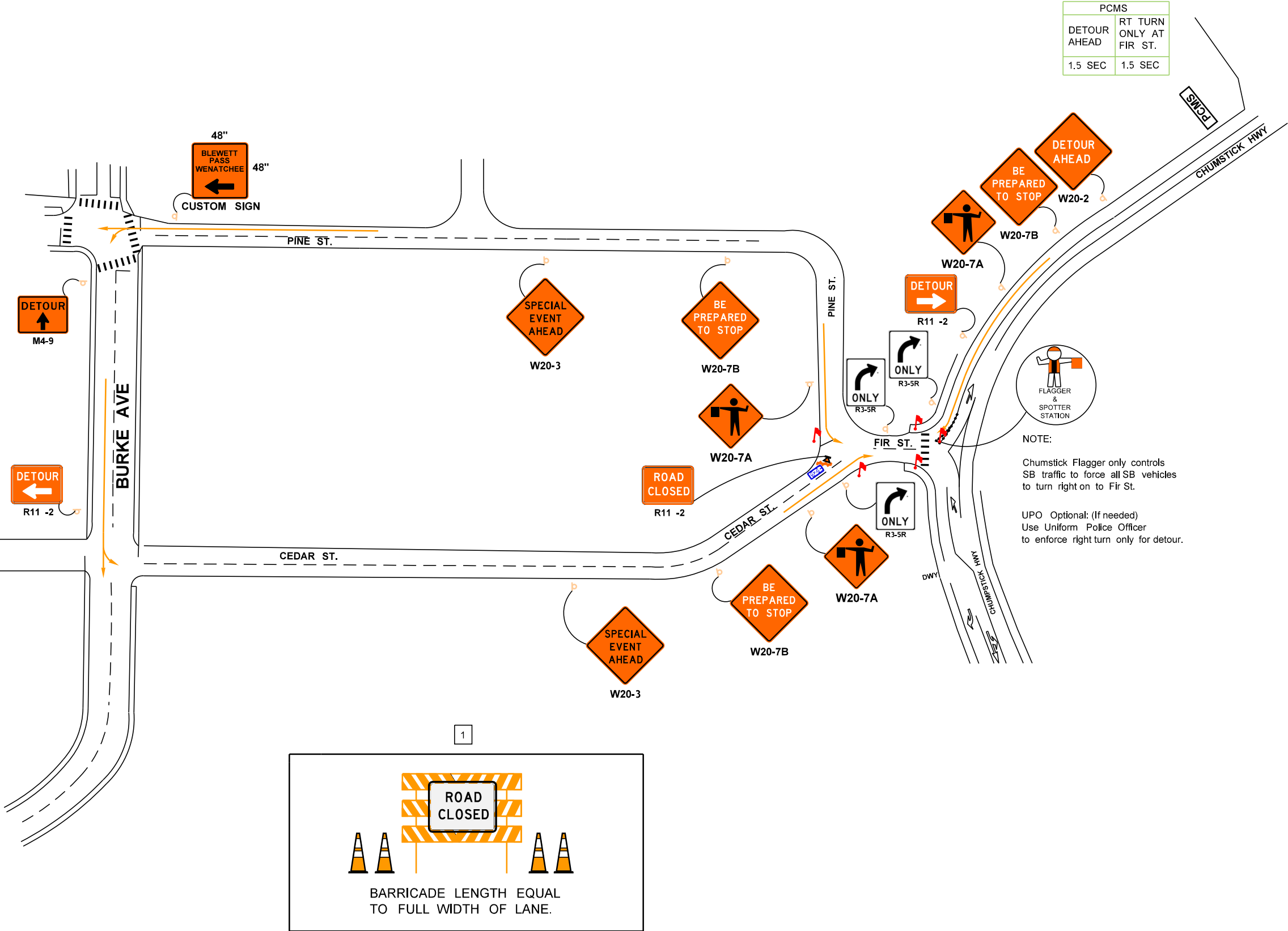
 TYPE 3 BARRICADE WITH SIGN

 UNIFORM POLICE OFFICER VEHICLE

 FLAGGER STATION

 UNIFORM POLICE OFFICER

 TEMPORARY TRAFFIC DIRECTION



PCMS

WENATCHEE TRAFFIC	LEFT TRN AT NORTH ROAD
1.5 SEC	1.5 SEC

(OPTIONAL IF 40 MPH OR LESS)

SPECIAL EVENT AHEAD W20-3

BE PREPARED TO STOP W20-7B

BE PREPARED TO STOP W20-7B

BE PREPARED TO STOP W20-7A

48" BLEWETT PASS WENATCHEE 48" CUSTOM SIGN

(OPTIONAL IF 40 MPH OR LESS)

CHUMSTICK HIGHWAY

NORTH ROAD

TRAFFIC CONTROL PLAN # 4

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50 - 75	40	80
35 - 45	30	60
20 - 30	20	40

MINIMUM LANE CLOSURE TAPER LENGTH = L									
LANE WIDTH (feet)	Posted Speed (mph)								
	25	30	35	40	45	50	55	60	65
10	105	150	205	270	450	500	550	-	-
11	115	165	225	295	495	550	605	660	-
12	125	180	245	320	540	600	660	720	780

RECOMMENDED SIGN SPACING = X (1)		
FREEWAYS & EXPRESSWAYS	50-75 MPH	150'
RURAL HIGHWAYS	60-70 MPH	80'
RURAL ROADS	45-55 MPH	50'
RURAL ROADS & URBAN ARTERIALS	35-40 MPH	30'
RURAL ROADS & URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25-30 MPH	200'
URBAN STREETS	25 MPH OR LESS	100'

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.

(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO ROADWAY CONDITIONS.

PCMS

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1.5 SEC	1.5 SEC

(OPTIONAL IF 40 MPH OR LESS)

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RECOMMENDED SIGN SPACING = X (1)

ROAD TYPE	SPACING (ft)	ADDITIONAL NOTES
FREEWAYS & EXPRESSWAYS	50-75 MPH	150
RURAL HIGHWAYS	60-70 MPH	80
RURAL ROADS	45-55 MPH	60
RURAL ROADS & URBAN ARTERIALS	35-40 MPH	40
RURAL ROADS & URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25-30 MPH	200
URBAN STREETS	25 MPH OR LESS	100

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SPECIAL EVENT AHEAD W20-3

TRAFFIC CONTROL PLAN # 4

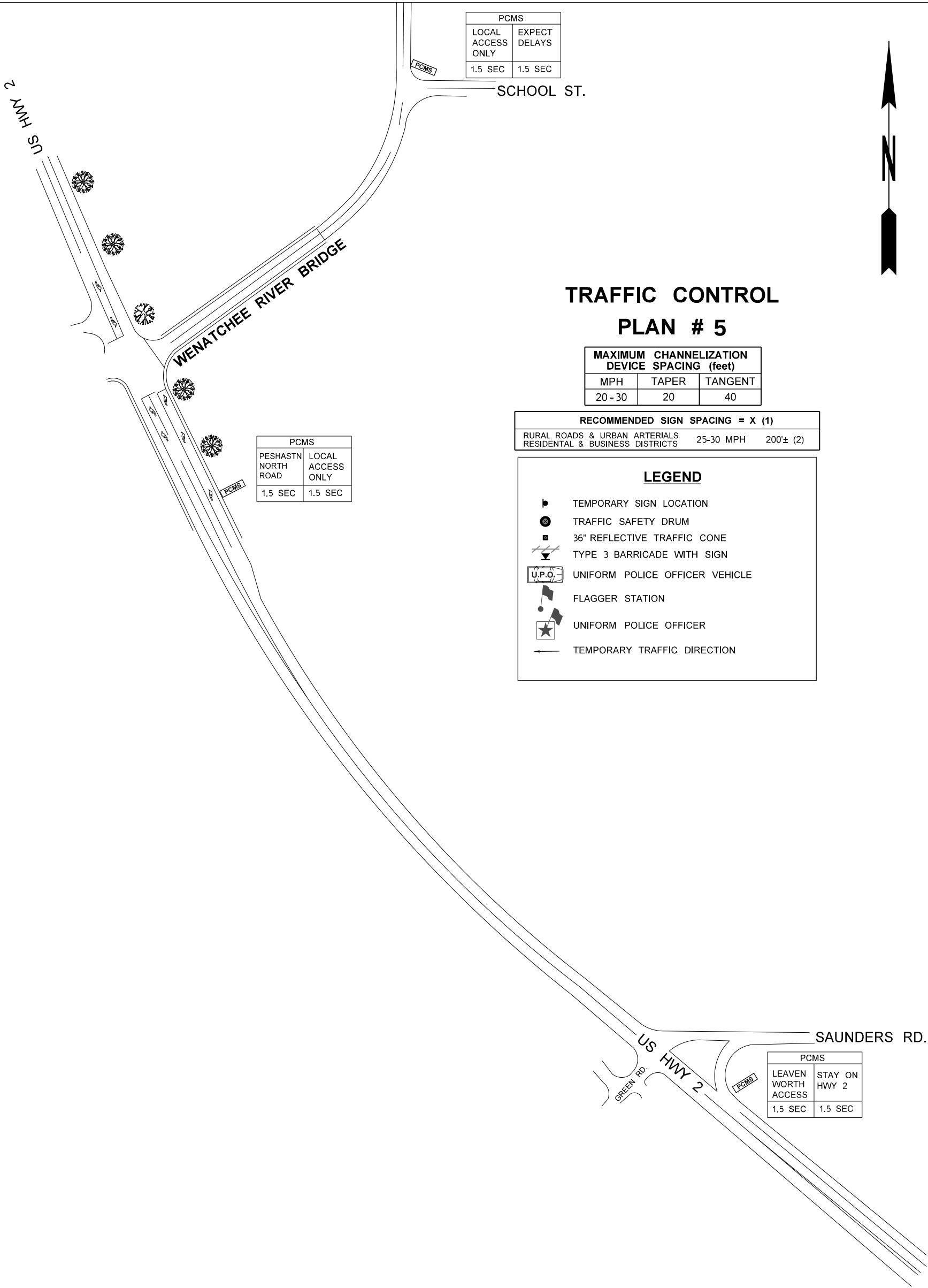
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2025 Temporary Parking Restrictions

November

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January

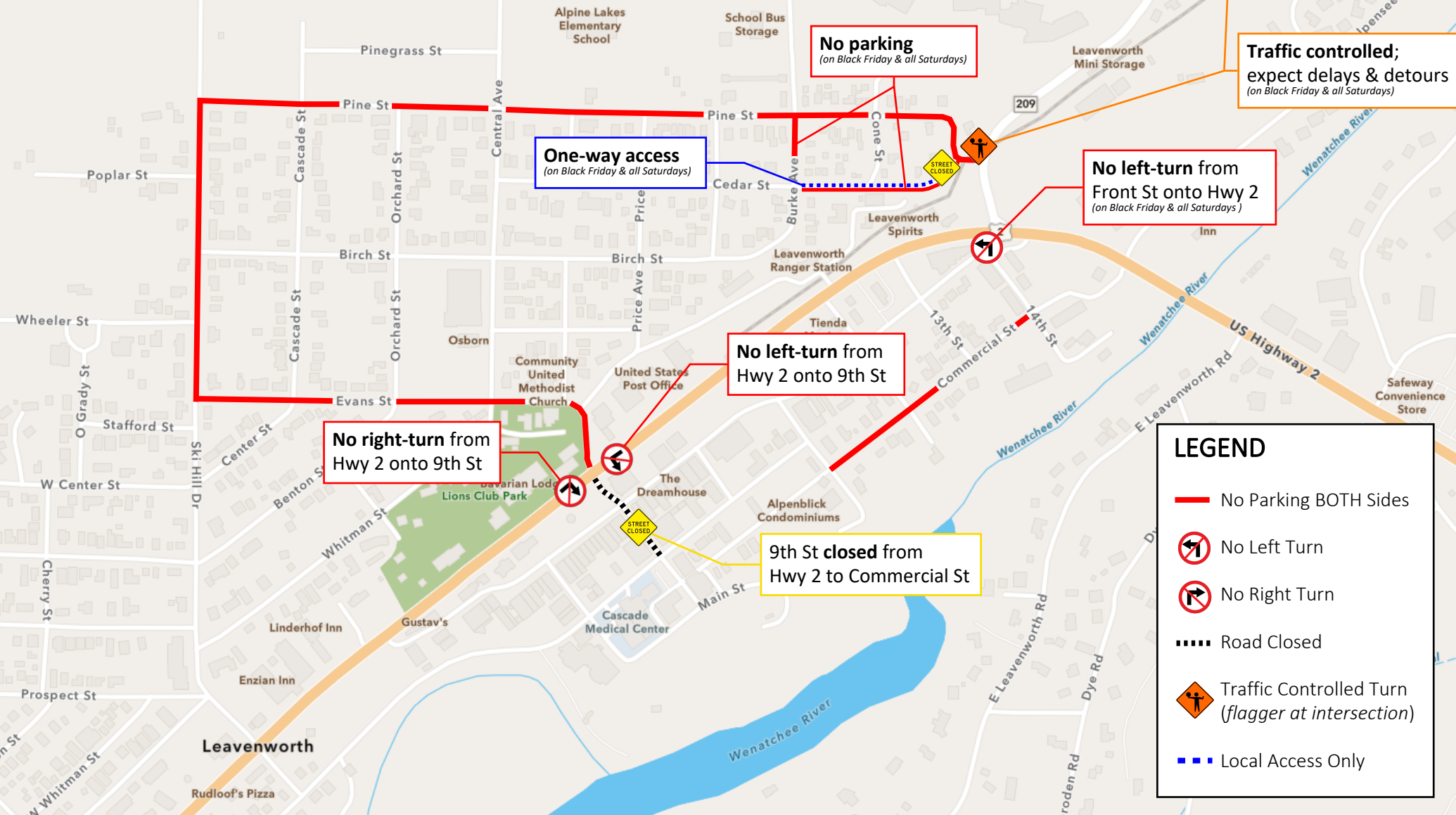
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NO Parking Both Sides:

- Pine St (Fir St to Ski Hill Dr);
- Ski Hill Dr (Evans St to Pine St)
- Evans St (Ski Hill Dr to Hwy 2)
- Commercial St (Division St to 14th St)
- Burke Ave (Pine St to Cedar St)
- Cedar St (Pine St to Fir St)

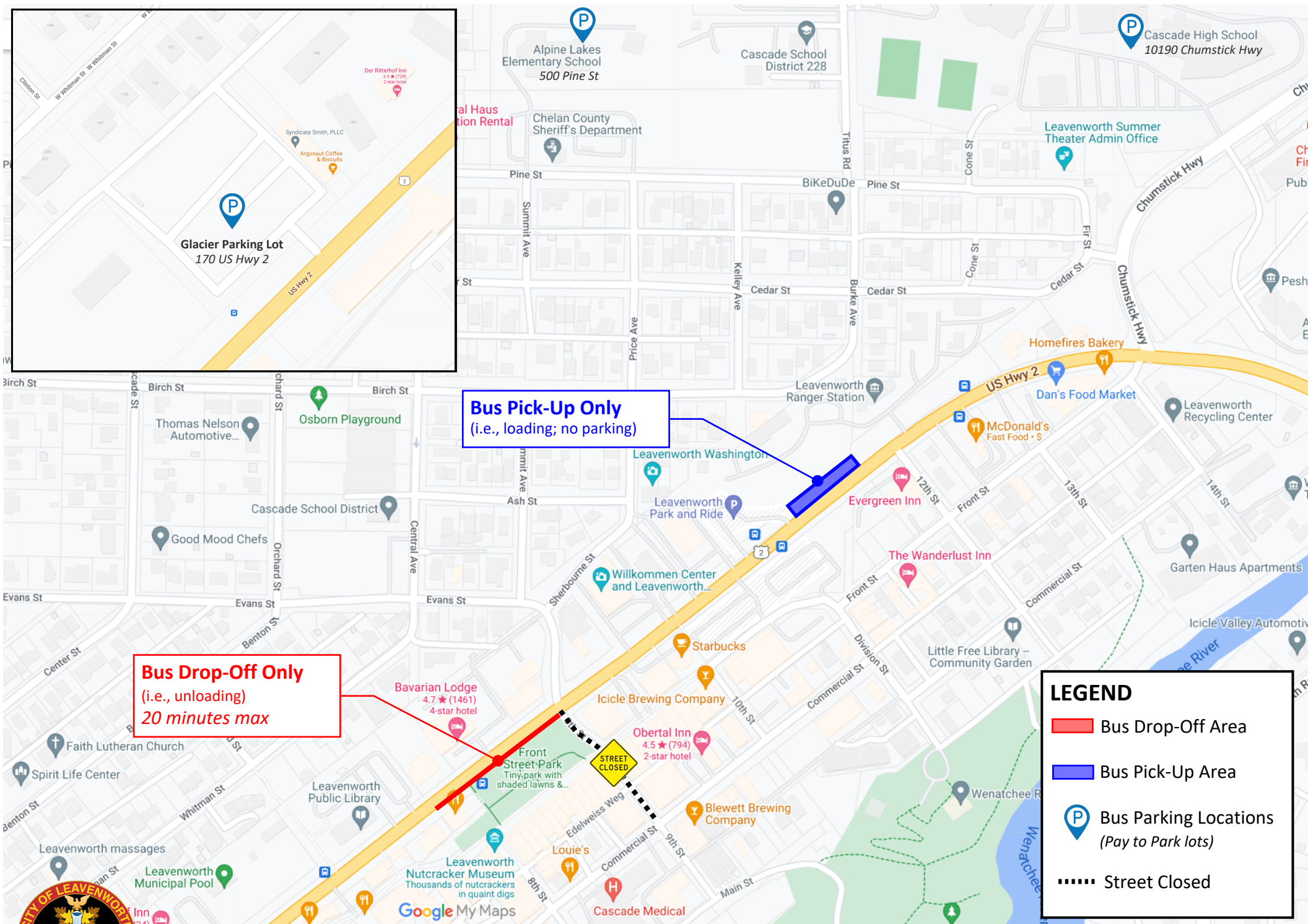
NOTE: Parking restrictions and traffic revisions are subject to change. Existing parking restrictions along city roadways remain in effect. All parking restrictions will be strictly enforced. Violators may be subject to fines. Vehicles in violation of parking restrictions will be towed at owner's expense.

11/2025 REV 1



LEGEND

- No Parking BOTH Sides
- ⊘ No Left Turn
- ⊘ No Right Turn
- Road Closed
- ⚠ Traffic Controlled Turn (flagger at intersection)
- Local Access Only



Bus Map

Drop-Off, Pick-Up, and Parking Locations