

NON-FORMALLY BID PUBLIC WORKS CONTRACT NO. 24-14
Project No. CP2405 Fulmer Treatment Facility VFD Replacements

THIS CONTRACT is entered into between the City of Auburn, a Washington Municipal Corporation ("City"), and _____ ("Contractor"), whose mailing address is _____.

RECITALS:

1. The City is in need of construction contracting services to complete the public work as described in this Contract.
2. Contractor is qualified to perform the construction contracting services described in the Scope of Work.
3. The City wishes to engage Contractor for the performances of these construction contracting services.
4. This contract was not formally bid because (check one)

☐ LIMITED PUBLIC WORKS CONTRACT: Engineer's Estimate < \$50,000.00
and this contract was awarded using the Limited Public Works process as described in RCW 39.04.155.

☐ SMALL PUBLIC WORKS CONTRACT (SINGLE TRADE WORK):
Engineer's Estimate ≤ \$75,700.00

☒ SMALL PUBLIC WORKS CONTRACT (MULTIPLE TRADE WORK):
Engineer's Estimate ≤ \$150,000.00

☐ EMERGENCY PUBLIC WORKS CONTRACT: Per RCW 39.04.280, this work is exempt from competitive bidding requirements because the work is considered an emergency, meaning unforeseen circumstances beyond the control of the City either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

☐ COOPERATIVE PURCHASING AGREEMENT: This contract is being let under (cooperative contract No. X) between (agency) and (contractor) in accordance with RCW 39.34 (Interlocal Cooperation Act).

☐ Other _____.

AGREEMENT

1) CONTRACTOR SERVICES

The Contractor shall do all work and furnish all tools, materials and equipment for the construction of Project No. CP2405 in accordance with this Contract form. Scope of work is as follows:

This project will remove and replace the existing 480V, 200HP variable frequency drives (VFDs) for Pumps 1 and 2 at the Fulmer Corrosion Control Treatment Facility. The work also will include a new VFD enclosure and VFD programming for each pump (2 total). The VFD enclosure will house the new VFD, 5% line and load reactors, disconnect switch, cooling fan, and door mounted keypad (one control panel for each drive, two total). Additionally, the contractor will provide factory certified startup with an extended two-year warranty. Disposal of the existing equipment will be the contractor's responsibility. Contractor will be responsible for obtaining an electrical permit.

The complete Contract includes the following parts, which are by this reference incorporated herein and made a part hereof. Any inconsistency in the parts of the Contract shall be resolved by the order in which they are listed:

- A. Non-Formally Bid Public Works Contract (this form)
- B. Construction Work Quote Form
- C. City of Auburn Engineering Construction Standards – General Special Provisions
- D. City of Auburn Engineering Construction Standards – Technical Special Provisions
- E. City of Auburn Engineering Construction Standards – Standard Details
- F. City of Auburn Design Standards
- G. Divisions 2 – 9 of WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction as modified by the City of Auburn Construction Standards and any special provisions included in the Contract
- H. Portions of Division 1 of WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction as specifically referenced by the City of Auburn Construction Standards and the Contract.
- I. Washington State Department of Labor & Industries Prevailing Wage Rates and Benefit Key Code effective the date the Contractor submitted the Construction Work Quote Form
- J. On the Contract plans, working drawings, and standard plans, figured dimensions shall take precedence over scaled dimensions.

- K. In case of any ambiguity or dispute over interpreting the Contract, the City Engineer's decision will be final.

2) CITY OF AUBURN BUSINESS LICENSE

The Contractor, subcontractors, and lower tier subcontractors, shall have an active City of Auburn business license.

3) NOTICE TO PROCEED

A Notice to Proceed will be issued once the Contract has been fully executed by the Contractor and City, and all insurance and licensing requirements as set forth in the contract have been met. The Notice to Proceed Date shall be either the date the Contractor commenced contract work or the date the contract has been fully executed by the Contractor and City and all insurance and licensing requirements as set forth in the contract have been met, whichever occurs first.

4) TIME OF COMPLETION

The Contractor shall complete the work within 30 working days from the Notice to Proceed Date.

5) LIQUIDATED DAMAGES (CHECK ONE)

- ☐ Liquidated damages shall not apply to this contract.
- ☒ Liquidated damages shall apply to this contract as follows:

If said work is not completed within the time specified, the Contractor agrees to pay liquidated damages to the City as follows:

A. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for physical completion, and

B. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

C. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

Formula: Contract Price (without tax) x 0.15, divided by the original number of working days for completion.

6) HOURS OF WORK

Allowed hours of work are as specified in the City of Auburn Construction Standards, General Special Provisions, Section 1-08.0(2) (Hours of Work), which by reference is incorporated as a part of this contract.

7) COMPENSATION

The Contractor shall do all work and furnish all tools, materials, and equipment for the work and services contemplated in this Contract for compensation as follows: (Check One)

- ☒ Lump Sum Amount
- ☐ Unit Bid Prices as listed in the Construction Work Quote Form
- ☐ Not to Exceed Amount, paid per the Force Account method as described in Section 1-09.6 of the current WSDOT Standard Specifications for Road, Bridge and Municipal Construction

The Lump Sum Amount, as specified above is \$ _____, and Washington State Sales Tax of \$ _____ for a total contract price of \$ _____.

This project is subject to use tax, which shall be included in the lump sum, unit bid, or time and material compensation amount listed herein.

The City's sales tax area is 1702 for work within King County and 2724 for work within Pierce County. No payment shall be issued until a Statement of Intent to Pay Prevailing Wages form, for the Contractor and each and every Subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City.

A. Performance Bond

- ☐ This is a Limited Public Works Contract AND the City has waived Performance Bond requirements.
- ☒ The Contractor shall furnish the City with an executed performance bond for the full Contract amount, unless the contract amount is \$150,000.00 or less and the Contractor has elected to have 10% retainage held by the City, in which case a performance bond is not required for this project.

B. Retainage (check one)

- ☐ This is a Limited Public Works Contract AND the City has waived retainage requirements.
- ☒ This contract is \$150,000.00 or less, therefore, the following applies:
The Contractor may elect to furnish a performance bond, in which case the City shall hold back retainage in the amount of 5% of any and all payments made to the

Contractor, OR have the City retain, in lieu of the performance bond, 10% of the total Contract amount, pursuant to RCW 39.08.010. The Contractor shall execute a "Declaration of Option for Performance Bond or Additional Retainage" to indicate his/her option. If furnishing a performance bond, the Contractor can choose to have the retainage held by the City in a non-interest bearing account, have it placed in an Escrow (interest bearing) Account, or submit a bond in lieu of retainage. Said retainage shall be held by the City for a period of 30 days after the Completion Date, or until receipt of all necessary releases from the State Department of Revenue and State Employment Security Department, including Affidavits of Wages paid for the Contractor and each and every subcontractor, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.



This contract is over, \$150,000.00, therefore, the following applies:

The City shall hold back retainage in the amount of 5% of any and all payments made to the Contractor pursuant to RCW 39.08.010. The Contractor can choose to have the retainage held by the City in a non-interest bearing account, have it placed in an Escrow (interest bearing) Account, or submit a bond in lieu of retainage. Said retainage shall be held by the City for a period of 30 days after the Completion Date, or until receipt of all necessary releases from the State Department of Revenue and State Employment Security Department, including Affidavits of Wages paid for the Contractor and each and every subcontractor, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

C. Defective or Unauthorized Work

The City reserves its right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any additional costs, from any and all amounts due or to become due the Contractor.

D. Final Payment: Waiver of Claims

The submittal of the Final Invoice by the Contractor shall constitute a waiver of claims, except those previously and properly made and identified by the Contractor as unsettled at the time Final Invoice is submitted by the Contractor.

8) INDEPENDENT CONTRACTOR

The parties intend that an Independent Contractor - Employer Relationship will be created by this Contract, the City being interested only in the results obtained under this Contract.

9) SUBCONTRACTING

Work done by the Contractor's own organization shall account for at least 30 percent of the awarded Contract price. Before computing this percentage however, the Contractor may subtract (from the awarded Contract price) the costs of any subcontracted work on items the Contract designates as specialty items.

The Contractor shall not subcontract work unless the City approves in writing. Each request to subcontract shall be on the form the City provides. If the City requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires.

The Contractor shall require each subcontractor to comply with RCW 39.12 (Prevailing Wages on Public Works) and to furnish all certificates and statements required by the Contract. No payment shall be issued until a Statement of Intent to Pay Prevailing Wages form, for the Contractor and each and every subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City.

Along with the request to sublet, the Contractor shall submit the names of any contracting firms the subcontractor proposes to use as lower tier subcontractors. Collectively, these lower tier subcontractors shall not do work that exceeds 25 percent of the total amount subcontracted to a subcontractor. When a subcontractor is responsible for construction of a specific structure or structures, the following work may be performed by lower tier subcontractors without being subject to the 25 percent limitation:

- A. Furnishing and driving of piling, or
- B. Furnishing and installing concrete reinforcing and post-tensioning steel.

Except for the 25 percent limit, lower tier subcontractors shall meet the same requirements as subcontractors.

The City will approve the request only if satisfied with the proposed subcontractor's record, equipment, experience and ability. Approval to subcontract shall not:

1. Relieve the Contractor of any responsibility to carry out the Contract.
2. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond.
3. Create any contract between the City and the subcontractor, or
4. Convey to the subcontractor any rights against the City.

The City will not consider as subcontracting: (1) purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or (2) delivery of these materials to the work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies. However, the Washington State Department of Labor and Industries may determine that RCW 39.12 applies to the employees of such firms identified in A and B above in accordance with WAC 296-127.

If dissatisfied with any part of the subcontracted work, the City may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work under the Contract.

This section does not create a contractual relationship between the City and any subcontractor. Also, it is not intended to bestow upon any subcontractor, the status of a third-party beneficiary to the Contract between the City and the Contractor.

10) TERMINATION

The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly-skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.

After all the work contemplated by the Contract has been completed either by the Surety or the City, the City will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the City to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to, and shall pay the difference to, the City on demand.

11) PREVAILING WAGES

Contractor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the Contract work. The Contractor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The prevailing wage rate revision in effect on the date the Contractor submitted the Construction Work Quote Form is attached and by this reference incorporated herein and made a part hereof. No payment shall be issued until a Statement of Intent to Pay Prevailing Wages form, for the Contractor and each and every subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City. Retainage, if applicable, shall not be released until an Affidavit of Wages Paid form for the Contractor and each and every subcontractor, has been approved by the State Department of Labor & Industries, and is received by the City.

12) CHANGES

The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to an authorized agent of the City within 10 calendar days of the date the facts and events giving rise to the requested change occurred. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City. If the Contractor fails to request a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

A. Procedure and Protest by the Contractor

If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:

1. Within 2 days of receiving a written change order or oral order that the Contractor desires to protest, the Contractor shall give a signed written notice of protest to the City; and
2. Supplement the written protest within 14 calendar days with a written statement that provides the following information:
 - a. The date of the Contractor's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this Contract that support the protest.
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
 - e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed for evaluating the protest.

3. The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

B. Contractor's Duty to Complete Protested Work

In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.

C. Contractor's Acceptance of Changes

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for Contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

D. Failure to Protest Constitutes Waiver

By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver

By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

13) CLAIMS

The Contractor waives right to a claim if they have not followed the protest procedures outlined in this Contract. If resolution of a protest cannot be reached, and the Contractor wishes to pursue a claim, the Contractor shall give written notice of claim to the City within 15 calendar days of the City's notice of its final decision on the Contractor's protest. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information set forth regarding protests in this Contract.

Failure to provide a complete, written notification of claim within the time allowed shall be an absolute waiver of any claims arising in any way from the facts or events surrounding that claim or caused by that delay.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Contract prior to signing the Final Payment Form.

14) WARRANTY (CHECK ONE)

- ☐ No warranty applies to the Contract Work.
- ☒ Warranty applies to the Contract Work as follows:

All defects in workmanship and materials that occur within one year of the Contract Completion date shall be corrected by the Contractor. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within 7 calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the

corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

15) INDEMNIFICATION

Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract 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 City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that this indemnification constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties acknowledge that they have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Contract.

16) INSURANCE

Insurance requirements shall be as specified in the City of Auburn Construction Standards, General Special Provisions, Section 1-07.18 (Insurance) which by reference is incorporated is a part of this contract.

17) CORRESPONDENCE (CHECK ONE)

☐ Submittals and formal Requests for Information (RFI) shall not be required for this contract.

☒ Submittals and Requests for Information (RFI) shall be as follows:

- A. Requests for Information (RFI's). RFI's shall be made electronically and shall be transmitted via e-mail to PWSubmittals@auburnwa.gov. The e-mail subject line of electronic RFI's shall include the following: Contract Number and Project Name/Number as applicable – RFI Title/Subject. Each e-mail shall be limited to 10 MB's in size. All

RFI's shall accompany the City of Auburn "CIP Construction Request for Information" (RFI) form as a cover letter with enough information provided for the Engineer to respond accordingly. The time required to evaluate and review RFI's is not the same for all RFI's. The Contractor shall allow a minimum of 10 calendar days, unless otherwise noted, for the Engineer to respond.

- B. Submittals. All submittals shall be made electronically and shall be transmitted via e-mail to PWSubmittals@auburnwa.gov. The e-mail subject line of electronic submittals shall include the following: <<<Project Number>>>, <<<Project Name>>> - "Submittal Title". Each electronic email shall be limited to 10 MB's in size. All electronic submittals shall be clear, sharp high contrast electronic files in Word 2016, Excel 2016 or PDF formats. All submittals shall accompany the City of Auburn "Request for Submittal Approval" (RSA) form. Any submittals made without the RSA form or without all of the required information on the form filled out by the Contractor shall be rejected without review. No additional compensation or time extension shall be granted for a Contractor not supplying this form as a cover letter for their submittals or for an improperly filled out form. The RSA form shall be completed by the Contractor as follows:

- For any item being submitted to the City for review and approval for the first time, check the "New Submittal" box. The City will assign the item a submittal number. For items that have been previously submitted and require a re-submittal, check the "Re-submittal of No. ____" box and fill in the submittal number that was assigned by the City to the original submittal. For submittals that are providing Material Acceptance Documentation for a submittal that has been previously made, the Contractor shall check the "Material Acceptance Documentation for Submittal No. ____" box and fill in the submittal number that was assigned by the City for which the Contractor is supplying the acceptance documentation for.
- Fill in the Contract Number (I.E. ## - ##) and Contract/Project Name;
- Fill in the Project Identifying Number (I.E. CP#####);
- Fill in the Date the Submittal was transmitted to the City;
- Provide the Contractor's name and, if applicable, the name of Subcontractor or supplier who prepared the submittal;
- The Contractor is strongly encouraged to submit only one material or item per RSA form, however if more than one material or item is listed on the form then provide a General Submittal Title that is applicable to the group. Do not group non-like materials or items on the same form;
- When applicable, provide the Bid Item number the submittal is referencing;

- Provide a submittal description (be specific). For material submittals, provide the Type of Material, the Manufacturer's Product/Type, or the trade name of the product;
- When applicable, provide the Name and the Location of the Fabricator or the Manufacturer's name or the Pit Number. This should be the actual manufacturer, not the supplier or distributor,
- Provide the Contract Specification section number(s) or the page number the submittal material is referencing, or you can list the Plan Sheet number; and
- For material submittals, indicate whether the submittal is requesting use of the WSDOT Qualified Product List (QPL) or if the submittal is a Request for Approval of Material (RAM) that is not in the QPL, by checking the appropriate box. For non-material submittals and for material acceptance documentation these boxes shall be left blank. If the Contractor elects to use a product listed in the QPL, the submittal documentation shall be prepared in accordance with the instructions in the WSDOT QPL program and shall be the most current list available at the time the product is proposed to be used.

18) MISCELLANEOUS

- A. Nondiscrimination. In the hiring of employees for the performance of work under this Contract, the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- B. Compliance with Laws. The Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Contract.
- C. Qualifications of Bidder. Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.
- D. Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Contract. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- E. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or

more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

- F. Governing Law. This Contract shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and the Contractor under any of the provisions of this Contract, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 15 of this Contract.
- H. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.
- I. Assignment. Any assignment of this Contract by the Contractor without the written consent of the City shall be void.
- J. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and the Contractor.
- K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.
- L. Entire Contract. The written provisions and terms of this Contract, together with any referenced documents and attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Contract. This Contract, referenced documents, and any attached Exhibits contain the entire Contract between the parties. Should any language in any referenced documents or Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

IN WITNESS WHEREOF, the parties below have executed this Contract.

CONTRACTOR

THE CITY OF AUBURN

(Signature)

(Signature)

By _____
(Print name here)

By Nancy Backus

Its _____
(Authorized representative)

Its Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Harry Boesche, Acting City Attorney

Notices to be sent to:

Notices to be sent to:

CONTRACTOR

CITY OF AUBURN

Attn:
Address
City, State Zip
Phone:
E-mail:

Attn: Shelbi Meyer, Project Engineer
25 West Main Street
Auburn, WA 98001
Phone: 253.470.2118
E-mail: smeyer@auburnwa.gov