



City of Orting, Washington

REQUEST FOR PROPOSAL Website Design, Software Maintenance & Updating

The City of Orting (hereinafter “City”) is seeking proposals from an experienced website design firm to re-design, develop, and implement a new design for the City’s website.

One electronic submission, one (1) original and three (3) copies of each proposal shall be placed in a sealed envelope and identified as “Website Design, Software Maintenance & Updating”.

Proposals shall be delivered to:

City of Orting
Attn: Jane Montgomery, City Clerk
110 Train Street SE
P.O. Box 489
Orting, WA 98360

The deadline for submission of proposals is February 22ND, 2019, by 3:00 pm. Proposals received after the specified time and date shall not be considered.

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1. RFP SCHEDULE

Request for Proposal: Website Design, Software Maintenance & Updating

EVENT	TIME AND DATE
RFP Issue Date:	January 30 TH , 2019
Response Due Date	February 22 nd , 3:00 PM.
Proposal Evaluation Completed/Selected Short List & Recommendation To CGA Committee	March 6 th , 2019 – March 7 th to CGA
Short List Vendors Notified	March 8 th , 2019
Proposed Web Conferences With Short List Vendors	March 12 th , 2019
Announce Apparent Successful Vendor	March 15 th , 2019.
Anticipated Award Date	March 27 th , 2019
Work Target Completion Date	Q3 2019

2. INTRODUCTION & SCOPE OF PROJECT

The City of Orting (“City”) is seeking the services of an experienced website design firm to re-design, develop, and implement a new design for the City’s website. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by the organization and the firm selected. The City is currently accepting proposals to implement Asset/Work Management software which will need to be fully integrated with the new website. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future.

The City of Orting was incorporated April 22, 1889. We are a code city which operates under the Mayor-Council form of government. We have a seven member council. Over the past 5 years the City has experienced phenomenal growth. In 2010 Orting’s population was 6,746. The population in 2018 was 8,105 residents. The City has many recreational opportunities. The Orting Valley is bordered by two rivers, the Carbon River to the east and the Puyallup River to the west, and hosts a breathtaking view of Mount Rainier. There are trails, hiking, fishing, shopping, dining and hunting adventures. Orting Park (3 city blocks long) is located in the middle of Orting's Town Center, with easy access to the Foothills Trail. The Foothills Trail is a 12-foot wide non-motorized asphalt trail suitable for bicycles, walking, in-line skates and wheel chairs. The trail comes right through the City.

The City’s existing internet website is <http://www.cityoforting.org>, which contains general information for the public including minutes, event information, video, and downloadable documents. The City is committed to building a website that designed for ease of use from the visitor’s viewpoint and is interactive where helpful. The organization is interested in an innovative design that aids citizens, businesses and visitors in navigating a municipality easily and with simplicity.

Respondents are encouraged to contact the City Clerk with any questions or concerns. Please submit Final proposals no later than February 22nd, 2019 by 3:00pm.

3. WEBSITE OBJECTIVES

The goal of the City is to provide simple electronic access to our services, and to streamline and facilitate our website. The current site structure and design was developed years ago and requires significant redesign to take advantage of new design elements and the growing demand for easy and accessible information. Specifically, the organization would like the redesigned site to support ease of access to city information, online forms and applications, City process and procedures, Council and board/commission meeting minutes and agendas, a calendar of events, photo hosting, and a variety of other activities. The redesigned site should have a theme promoting the City as a friendly place to live, a professional place to do business, and a City that incorporates a country feel but yet is close to City services.

The City's website should provide easy access to organization services, be adaptable to current and changing technology, provide content management capability for departments to easily update their own information, and be a successful communications tool. The website shall meet the following criteria:

1. Visually appealing – The site must have an attractive mix of text, photos and graphics.
2. Provide easy electronic access to public information for use by the target audience.
3. Easily updated, with a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the City of Orting will need to purchase for the continued maintenance of the website.
4. Common Theme/Consistent Design. Each section of the site should have a common look/theme (brand). The Home page needs to be simple and graphically appealing. The appropriate logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
5. Meet ADA Priority 1 requirements.
6. Be easily upgradeable and user friendly.

The information on the website should be directed towards the public, businesses, visitors, other government agencies, civic groups, associations, youth and senior citizen groups.

4. GENERAL AND DESIRED ENHANCEMENTS

1. Re-create and greatly enhance the City's existing website to be resourceful, informative, and serve as a marketing asset that provides a friendly environment, which emphasizes access to the public.
2. Develop a highly beneficial, cost-effective, easy to use, interactive, and architecturally sound website that will remain viable for a minimum of ten years.
3. The City's preferred website model calls for authorized members to have the ability to perform routine content management tasks related to information such as the posting of meeting dates, agendas, minutes, calendar events, removing old and outdated information and general noticing. Therefore, a system needs to allow maintenance and updating capabilities by non-technical staff.
4. Create a consistent and standardized format and enhanced graphical look for all pages;

thereby establishing a unified theme (brand) throughout the City's website. However, the established theme should allow the flexibility for the seven operating departments and three target audiences (residents, businesses, and visitors).

5. For ease of use, the City's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.
6. The City anticipates future expansion of its e-commerce use, and the re-design should facilitate future capability of online transactions.
7. Allow for interactivity. Include e-mail response, surveys, feedback, online forms, online payments, fillable forms, Pothole reporting, and access to various event calendars.
8. Graphic and/or image files should be relative to the site. Design with simplicity to allow for quickest loading. Web pages should be tested using multiple browsers (Firefox, Chrome, Internet Explorer, etc.). In addition, varying load speeds (dial up fiber optic) to ensure each webpage can be accessed in a timely manner.
9. Provide for transfer of videos for viewing of Council meetings or other on line video programming.
10. Use industry-standard techniques to ensure indexing and listing by all major search engines, including use of META tags, SEO-friendly URLs and site structure.
11. Provide detailed page-level analytics including traffic sources (use of free Google analytics is suggested). Maintenance software, which includes reporting functions, would be valuable.
12. Form Printing. A number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe for opening and viewing these documents.
13. Develop or be able to reference online training materials that permit content creation, loading, editing, deleting, and archiving by our web masters.
14. Transfer relevant content from the existing City site to the new site. Archive any remaining data.
15. Provide training to City staff so that the authorized members have the ability to perform routine content management tasks related to information such as the posting of meeting dates, agendas, minutes, calendar events, removing old and outdated information and general noticing. The training needs to be thorough and simple enough to allow maintenance and updating capabilities by non-technical staff.

*Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the City website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements.

5. REQUESTED INFORMATION & PROPOSAL FORMAT

This section instructs respondents on procedures related to the submission of proposals: A total of one, (1) original, one (1) electronic copy and three (3) copies of each proposal shall be placed in an envelope and identified as "Website Design, Software Maintenance & Updating".

1. The title page of the proposal must contain your firm's name, address, telephone number, principal contact, fax number and email address.

2. The proposal should contain a table of contents.
3. The proposal should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, etc.), including any annual licensing fees which will apply in the future after completion of the consultants work.
4. Proposal should be all encompassing, with a single vendor identified as the “responsible lead vendor.” Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
5. The proposal should include an estimated summary timeline for completion of each phase of the project, as well as a list of deliverables for each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.
6. A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule
7. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the City in order to complete this project.
8. Years of experience related to website design. Provide a list of comparable websites, including public sector, governmental agencies, and non-profit organizations designed by your firm. Include the website address, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.
9. Enclose a section on relevant website development experience and information on the extent of your firm’s abilities to meet the needs of this project. Please provide a sample of what you envision as the home page for all three levels for the site.
10. The proposal should contain the total project cost, as well as detailed “line item” costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs, must be clearly stated.
11. The Proposal must be sent via regular mail or hand delivered and received by the deadline.
12. All Proposals must be received on or before 3:00 p.m. on February 22, 2019.

6. PROPOSAL EVALUATION AND SELECTION PROCESS

A. Evaluation and Selection Criteria.

Selection of a qualified contractor will be made at the discretion of the City of Orting, which reserves the right to accept or reject any and all proposals. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished. Respondents should also identify equipment requirements and the cost of providing website design for each category identified. The minimum levels of services to be provided are described in this RFP.

The City of Orting will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures,

the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

The following items will be considered in making a selection of the contractor, though they may not be equally weighed in the review process:

Evaluation Criteria	Possible Points
Responsiveness/Completeness of Proposal	5
Experience/Qualifications: (Vendors experience successfully working with municipalities; ability to successfully work with City Staff? Qualified to work in this field of work?)	20
Budget: (Does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value?)	15
Scope of Project: Does the Vendor Understand what it will take to achieve the requested services; Did the Vendor propose alternative solutions, recommendations and improvements that may better serve the City?)	15
Customer Service Support: Ability to train staff; Ability to respond to staff requests; provide maintenance and updates.	30
Vendor References: Vendor's experience working with staff successfully, staying within budget; final work product adhered to timeline and proposed schedule.	15
Total Points Possible	100

City's Staff shall review and evaluate all proposals and, if appropriate, request a preliminary concept for the design and navigation of Orting's Web site. Evaluation of responses will be based, in part, on the criteria listed above, as well as the following:

1. Demonstrated competence and professional qualifications necessary for successfully performing the work required by City of Orting as stated in the RFP.
2. Recent experience in successfully performing similar services, and the backgrounds and experience of the specific individuals to be assigned to this project.
3. Standard hourly billing rates for the assigned staff, including any sub consultants; sub-contracts; project rate; or module design rate.
4. Experience in making a website interactive, user friendly, informative, and attractive to the website user.
5. Experience in content management website construction. Preference will be given to respondents who have developed successful websites for other non-profits, municipalities and/or government agencies. Please list the URL of any website you have developed or are developing for said agencies.
6. Demonstrated creativity in website development.
7. References.
8. Cost estimate, including:

- First Year development fees including: Days/hours of training, number of employees to be trained, on-site or webinar; amount of content migration (entire website or a specific number of pages); additional products/functionality
 - Ongoing fees for hosting, maintenance and support for Year 2 and beyond
9. Extent to which the design concept reflects the objectives noted in this RFP.

B. Final Selection.

Following the review of the proposals, and possible presentation and interviews, the City may further invite a firm(s) to formally meet with Orting Staff prior to making a final determination to address additional inquiries and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include, City Council approval, the finalization of terms in regards to service agreements, costs, website security, and ease of use. However, the City reserves the right to reject any or all quotations, waive any informality in RFP's, and to accept or reject any items thereon.

7. CONTRACT COMMENCEMENT AND COMPLETION

The selected firm will be required to enter into an Agreement for the project with the City, and obtain a City business license. Any contract resulting from this RFP shall not be effective unless, and until, approved by the City of Orting. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm, but shall be no later than 120 days from the award of the contract.

8. MISCELLANEOUS RELEVANT INSTRUCTIONS

1. The City of Orting Council reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the City Council's sole judgment, best meets the requirements of the project.
2. The RFP creates no obligation on the part of the City to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The City reserves the right to award a contract based upon proposals received without further discussion or negotiation.
3. The City further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the City may request.
4. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City Council should not, upon written request, disclose such materials.
5. The vendor awarded said contract will be subject to City of Orting business license as required in the City of Orting municipal code.

6. Incorporation of Proposal into Contract. This and the vendor's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the vendor.
7. A vendor may not submit the vendor's own contract terms and conditions in a response to this. If a proposal contains such terms and conditions, City, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
8. In submitting a response to this RFP, the Proposer agrees that in the event litigation concerning or arising out of the above-referenced agreement or this RFP, Proposals submitted in response to this RFP or related process, the sole venue of any legal action shall be Pierce County Superior Court, and the laws governing the interpretation of the agreement, this RFP or related process shall be Washington Law.
9. In submitting a Proposal, the Proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including, but not limited to, the rejection of any or all Proposals.

CERTIFICATION

I have read the Request for Proposal (RFP) for **Website Design, Software Maintenance & Updating** and fully understand its intent. I understand that our ability to meet the criteria and provide the required services shall be reviewed by the City, which will develop a recommendation for City Council consideration regarding the selection of the most advantageous Website Design, Software Maintenance & Updating Services. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
2. That all information presented herein is accurate and complete and that the services and equipment can be delivered as presented in this Proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand that any material omission of required forms or information may result in rejection of this Proposal as non-responsive.
5. That this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal, and is in all respects fair and without collusion or fraud.
6. That the completion of the Proposal is a binding commitment to provide Website Design, Software Maintenance & Updating Services as proposed therein.

Proposer Signature	_____	Date	_____
Name (printed)	_____	Title	_____
Address	_____		_____
Phone	_____	Fax	_____
Email Address	_____		

[TEMPLATE] CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into by and between the City of Orting, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and _____, a Washington corporation, hereinafter referred to as “the Contractor,” whose principal office is located at _____.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth, inclusive of Contractor’s “General Terms and Conditions for Professional Services,” however, if any terms of Exhibit A conflict with this Agreement, the terms of the Agreement shall bind. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on **Exhibit B** attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$ _____.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending _____, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 City, its officers, officials, employees, 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 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.
7. **Insurance.** 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, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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.
2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, 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 or an equivalent endorsement. 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.

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

B. 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 with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

D. Verification of Coverage. 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 insurance requirements of the Contractor before commencement of the work.

E. Subcontractors. The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

F. Notice of Cancellation. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. 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 City may, after giving five business 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, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
15. **Notices.** Notices to the City of Orting shall be sent to the following address:

City Clerk, City of Orting
110 Train Street SE - PO Box 489
Orting, WA 98360

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.
16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF ORTING

CONTRACTOR

Joshua Penner, Mayor

By: _____
(print Contractors name here)

ATTEST/AUTHENTICATED:

ADDRESS & PHONE #

City Clerk, Jane Montgomery

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A

EXHIBIT B

PAYMENT SCHEDULE

The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

1. Payment for the work provided by the Consultant shall not exceed \$_____ without express written modification of the Agreement, signed by the City.
2. The Consultant may submit invoices and/or vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such invoices/vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
3. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
4. Payment as provided herein shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
5. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of seven (7) years after final payments. Copies shall be made available upon request.