

CONTRACT

THIS AGREEMENT, made and entered in triplicate, this _____ day of _____, 20____, by and between the City of Yakima, hereinafter called the Owner, and P. O. W. Contracting a Washington Corporation, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for THE BID AMOUNT OF: \$ 1,106,021.39, for **Hathaway Street Water and Sewer Improvements, City of Yakima Water Project No. AC-2463, City of Yakima Sewer Project No. SC-2486**, all in accordance with, and as described in the attached plans and specifications and the 2018 Standard Specifications for Road, Bridge, and Municipal Construction which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall start within ten (10) days after the Notice to Proceed and shall be completed in **seventy (70)** working days. If work has not commenced within the ten (10) days after the notice to proceed, the first chargeable working day shall be the eleventh (11th) working day after the date on which the City issues the Notice to Proceed.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum specified in the Standard Specifications for each day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractors shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees and agents from and against all claims, causes of action, damages, losses, and expenses of any kind or nature whatsoever, including but not limited to, attorney's fees and court costs, arising out of, relating to, or resulting from The Contractor's performance or non-performance of the services, duties and obligations required of it under this Agreement.

IV. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

IN WITNESS, WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: **CITY OF YAKIMA**

CONTRACTOR

this _____ day of _____ 20____.

_____, a _____ Corporation
Contractor

City Manager

By: _____

Attest:

(Print Name)

City Clerk

Its: _____
(President, Owner, etc.)

Address: _____

CERTIFICATIONS

CITY OF YAKIMA
HATHAWAY STREET WATER AND SEWER IMPROVEMENTS
CITY OF YAKIMA WATER PROJECT NO. AC-2463
CITY OF YAKIMA SEWER PROJECT NO. SC-2486
HLA PROJECT NOS. 18041 AND 18091

Provide the following:

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Name of Certified Testing Laboratory for material testing

CONTRACT BOND

CITY OF YAKIMA
HATHAWAY STREET WATER AND SEWER IMPROVEMENTS
CITY OF YAKIMA WATER PROJECT NO. AC-2463
CITY OF YAKIMA SEWER PROJECT NO. SC-2486
HLA PROJECT NOS. 18041 AND 18091

BOND TO CITY OF YAKIMA

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____,

as principal, and _____,

a corporation organized and existing under the laws of the State of _____, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Yakima in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Yakima.

Dated at _____, Washington, this _____ day of _____, 2018.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Yakima, on _____, 2018, the City Manager of said City of Yakima, has let or is about to let to the said _____, the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project Nos. 18041 and 18091, and providing for the construction of HATHAWAY STREET WATER AND SEWER IMPROVEMENTS which Contract is referred to herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, sub-contractors and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Yakima harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Yakima, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF YAKIMA
HATHAWAY STREET WATER AND SEWER IMPROVEMENTS
CITY OF YAKIMA WATER PROJECT NO. AC-2463
CITY OF YAKIMA SEWER PROJECT NO. SC-2486
HLA PROJECT NOS. 18041 AND 18091

SURETY: _____

(SEAL)

By: _____

ATTEST:

Name: _____
(Please Print or Type)

Agent: _____

Address: _____

Name: _____
(Please Print or Type)

CONTRACTOR:

By: _____

Name: _____
(Please Print or Type)

Approved as to Form:

City Attorney

SCHEDULE OF WORKING HOURS

CITY OF YAKIMA
HATHAWAY STREET WATER AND SEWER IMPROVEMENTS
CITY OF YAKIMA WATER PROJECT NO. AC-2463
CITY OF YAKIMA SEWER PROJECT NO. SC-2486
HLA PROJECT NOS. 18041 AND 18091

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from _____ a.m. to _____ p.m., _____ days per week. It is understood that normal straight time working hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the reimbursement provisions of Section 1-08.0(2) Hours of Work.

Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.

I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.

Contractor

Signature

Date

CITY OF YAKIMA SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Certification is not required at the time of bid. This Certification must be completed by each subcontractor prior to award of any subcontract:

_____ certifies that:
(SUBCONTRACTOR)

1. It intends to use the following listed construction trades in the work under the subcontract:

_____ and;

As to those trades for which it is required by these Bid Conditions to comply with these Bid Conditions, it adopts the minimum minority and women workforce utilization goals and the specific affirmative action steps for all construction work (both federal and non-federal) in the Yakima, Washington area subject to these Bid Conditions, those trades being:

(Signature of Authorized Representative of Subcontractor)