

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2022, by and between the City of Yakima, hereinafter called the Owner, and **Active Construction, Inc.**, 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:

\$ 2,645,645.00, for **Naches River Water Intake Project - City Project No. AC2335**, all in accordance with, and as described in the attached plans and specifications and the 2022 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 **one-hundred and sixteen (116)** working days. Work on or from Spring Ranch shall be completed in one-hundred and twenty (120) consecutive days. If work has not commenced within the ten (10) days after the Notice to Proceed, the first chargeable working day shall be the 11th 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 and every 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 any and 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 _____ 2022.

Active Construction, Inc., a _____ Corporation

By:  Contractor

City Manager

David Ceccanti

Attest:

(Print Name)

City Clerk

Its President

(President, Owner, etc.)

Address: Physical Address: 5110 River Road East, Tacoma, WA 98443
Mailing Address: PO Box 430, Puyallup, WA 98371

Naches River Water Intake Project - City Project No. AC2335