

## CONTRACT

THIS AGREEMENT, made and entered in triplicate, this 17th day of January, 2023, by and between the City of Yakima, hereinafter called the Owner, and Insituform Technologies, LLC 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: \$ 105,952.06, for **W. Yakima Irrigation Main CIPP Rehabilitation, City of Yakima Project No. IC2657**, all in accordance with, and as described in the attached plans and specifications and the 2023 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 **Five (5)** 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. Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Contract or the acts, failures to act, errors or omissions of the Contractor, or any of Contractor's agents or subcontractors, in performance of this Contract, except for claims caused by the City's sole negligence. The City's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the City.

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**

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

**CONTRACTOR**

Insituform Technologies, LLC, a \_\_\_\_\_ Corporation  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(President, Owner, etc.)

Address: 580 Goddard Avenue

Chesterfield, MO 63005

## **CERTIFICATIONS**

CITY OF YAKIMA  
W. YAKIMA IRRIGATION MAIN CIPP REHABILITATION  
CITY OF YAKIMA PROJECT NO. IC2657  
HLA PROJECT NO. 22172

Provide the following:

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Name of Certified Testing Laboratory for material testing

**CONTRACT BOND**

CITY OF YAKIMA  
W. YAKIMA IRRIGATION MAIN CIPP REHABILITATION  
CITY OF YAKIMA PROJECT NO. IC2657  
HLA PROJECT NO. 22172

BOND TO CITY OF YAKIMA

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Insituform Technologies, LLC,

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 \$ 105,952.06 for the payment of which sum 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 \_\_\_\_\_, 2023.

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

WHEREAS, under and pursuant to action of the City of Yakima, on January 17, 2023, 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 No. 22172, and providing for the construction of W. YAKIMA IRRIGATION MAIN CIPP REHABILITATION 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 Insituform Technologies, LLC 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  
W. YAKIMA IRRIGATION MAIN CIPP REHABILITATION  
CITY OF YAKIMA PROJECT NO. IC2657  
HLA PROJECT NO. 22172

SURETY: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
*(Attorney-in-fact)*

Insituform Technologies, LLC  
\_\_\_\_\_  
CONTRACTOR NAME

Name: \_\_\_\_\_  
*(Please Print or Type)*

By: \_\_\_\_\_  
AUTHORIZED OFFICIAL'S SIGNATURE

Agent: \_\_\_\_\_

Name: \_\_\_\_\_  
*(Please Print or Type)*

Address: \_\_\_\_\_

\_\_\_\_\_

Surety Representative Name:

\_\_\_\_\_

Surety Representative Phone:

\_\_\_\_\_

Surety Representative Email:

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**SCHEDULE OF WORKING HOURS**

CITY OF YAKIMA  
W. YAKIMA IRRIGATION MAIN CIPP REHABILITATION  
CITY OF YAKIMA PROJECT NO. IC2657  
HLA PROJECT NO. 22172

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 and Section 1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees.

**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.

Insituform Technologies, LLC  
\_\_\_\_\_  
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)