

## CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Yakima, hereinafter called the Owner, and **ESF Solutions LLC, a Washington Limited Liability Company**, 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: **\$438,670.01**, for **Robertson Elementary School Safety Improvements, City of Yakima Project No. 2562**, all in accordance with, and as described in the attached 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 **forty-five (45)** working days. The first chargeable working day shall be the 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 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 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 Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, 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**

**CONTRACTOR**

this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_, a Washington LLC  
Contractor

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

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

Attest:

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

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

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

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