

CONTRACT

THIS AGREEMENT, made and entered in triplicate, this 5th day of September, 2023, by and between the City of Yakima, hereinafter called the Owner, and Ascent Foundations and More 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: \$ 348,312.71, for **DID #24 Stormwater Improvements, City of Yakima Project No. SW2646**, 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.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed in **thirty-five (35)** 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____.
_____ Corporation

City Manager

Attest:

City Clerk

CONTRACTOR

Ascent Foundations and More, LLC,a

Contractor

By: _____

(Print Name)

Its: _____

(President, Owner, etc.)

Address: _____
