

SECTION 4 - CONTRACT AND RELATED MATERIALS

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2024, by and between the City of Yakima, hereinafter called the Owner,
and _____ Tri-Valley 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: \$ 499,880.67 for **South 2nd Avenue Water Main Replacement, City of Yakima Project No. AC-2792**, all in accordance with, and as described in the attached specifications and the 2024 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 (30) 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 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.

a. Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.

c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

d. The terms of this Section shall survive any expiration or termination of this Contract.

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 _____ 2024.

Tri-Valley Construction, Inc., a WA Corporation
Construction Company

City Manager Signature

By: _____
Contractor Signature

(Printed Name)

(Printed Name)

Attest:

City Clerk

Its: _____
(President, Owner, etc.)

Address: 1008 N. 1st Street

Yakima, WA 98901

CERTIFICATIONS

CITY OF YAKIMA
SOUTH 2ND AVENUE WATER MAIN REPLACEMENT
CITY OF YAKIMA PROJECT NO. AC-2792
HLA PROJECT NO. 24032

Provide the following:

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

Phone: _____

Email: _____

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

Phone: _____

Email: _____

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

Phone: _____

Email: _____

Name of Certified Testing Laboratory for Material Testing

Phone: _____

Email: _____

CONTRACT BOND

CITY OF YAKIMA
SOUTH 2ND AVENUE WATER MAIN REPLACEMENT
CITY OF YAKIMA PROJECT NO. AC-2792
HLA PROJECT NO. 24032

BOND TO CITY OF YAKIMA

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Tri-Valley Construction, Inc.

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 \$ 499,880.67 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 _____, 2024.

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

WHEREAS, under and pursuant to action of the City of Yakima, on _____, 2024, the City Manager of said City of Yakima, has let or is about to let to the said Tri-Valley Construction, Inc., the above bounden Principal, a certain Contract, the said Contract being numbered City of Yakima Project No. AC-2792, HLA Project No. 24032, and providing for the construction of SOUTH 2ND AVENUE WATER MAIN REPLACEMENT 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 Tri-Valley Construction, Inc. 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
SOUTH 2ND AVENUE WATER MAIN REPLACEMENT
CITY OF YAKIMA PROJECT NO. AC-2792
HLA PROJECT NO. 24032

SURETY: _____

By: _____
(Attorney-in-fact)

Name: _____
(Please Print or Type)

Agent: _____

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

Approved as to Form:

City Attorney

CONTRACTOR:

Tri-Valley Construction, Inc.
CONTRACTOR NAME

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Name: _____
(Please Print or Type)

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)