

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between THE YAKIMA AIR TERMINAL, an agency of the City of Yakima, hereinafter called the OWNER, and _____, hereinafter called the Contractor,

WITNESSETH:

Said Contractor in consideration of the sum to be paid him by the said OWNER and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances, machinery, and appurtenances for: The City of Yakima, Yakima Air Terminal, A.I.P. PROJECT NO. 3-53-0089-38, SNOW REMOVAL EQUIPMENT - RUNWAY BROOM AND CARRIER VEHICLE PROCUREMENT REBID, to the extent of the proposal made by the Contractor and agreed to by the OWNER dated the _____ day of _____, 2017, all in full compliance with the Contract Documents referred to herein.

The "Invitation to Bid," the "Instructions to Bidders," the signed copy of the "Proposal," the "Bid Bond," the fully executed "Performance Bond" and "Payment Bond," the "General Provisions," the "Supplementary Conditions," the "Specifications," and the "Plans," are hereby referred to and by reference made a part of this agreement as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer and to OWNER's satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the Contractor the amount bid as adjusted in accordance with the proposal as determined by the Contract Documents and specified by the OWNER or as otherwise herein provided, and based on the said proposal made by the Contractor and to make such payments in the manner and times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

The Contractor agrees to defend, indemnify, and save harmless the OWNER from any and all defects appearing or developing in the materials furnished and the workmanship performed under this CONTRACT for a period of one year after the date of final acceptance of the work in the CONTRACT by the Yakima Air Terminal.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this CONTRACT as completely as if the same were fully set forth herein.

It is agreed the time limit for completion of all work on this CONTRACT, based upon the proposal and as specified by the OWNER, shall be the number of calendar days after the date of the OWNER's written Notice to Proceed.

In the event the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more specifically set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$500.00 per calendar day. Sundays and legal holidays shall be excluded in determining days in default.

In the event of litigation to enforce the rights and obligations hereunder, venue shall lie in Yakima County Superior Court, and the prevailing parties shall be entitled to reasonable attorney's fees in addition to court costs.

In WITNESS WHEREOF, we the parties thereto, each herewith subscribe the same this _____ day of _____, 2017.

OWNER:

City of Yakima, Washington

(SEAL)

By: _____

ATTEST:

Name: Cliff Moore

Title: City Manager

Name: Sonya Claar Tee

Title: City Clerk

Contractor:

By: _____

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Fax: _____

Name: _____
(Please Print or Type)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as PRINCIPAL, and _____, a corporation duly authorized to act as a SURETY company in Washington, as SURETY, are jointly and severally held and bound unto the Yakima Air Terminal, an agency of the City of Yakima, to the Yakima Air Terminal in the penal sum of _____ Dollars (\$_____) for the payment of which sum on demand 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, the Ordinances of the Yakima Air Terminal, City of Yakima.

Dated at _____, Washington, this _____ day of _____, 2017.

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

WHEREAS, under and pursuant to Ordinance (or Resolution) No. _____ of the City of Yakima, passed _____, 2017, the City Manager of said Yakima Air Terminal has let or is about to let to the said _____ the above bounden Principal, a certain CONTRACT, the said CONTRACT providing for the construction of YAKIMA AIR TERMINAL, A.I.P. NO. 3-53-0089-38, SNOW REMOVAL EQUIPMENT - RUNWAY BROOM AND CARRIER VEHICLE PROCUREMENT REBID, (which CONTRACT is referred to herein and is made a part hereof as though attached hereto);

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; and

WHEREAS, for value received, the SURETY hereby agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or the work to be performed there under, or the Specifications accompanying the same shall in any way affect its obligations hereunder, and the SURETY expressly waives notice of any such change, extension, alteration, or addition.

Nonpayment of the bond premium will not invalidate this bond nor shall the OWNER be obligated for the payment thereof.

NOW, THEREFORE, if the said _____ shall faithfully perform all of 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, subcontractors and material men, 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 Yakima Air Terminal 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 Yakima Air Terminal, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to legality:

Approved: _____

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____ this _____ day of _____, 2017.

PRINCIPAL:

SURETY:

By _____

By _____

Title _____

Attest:

Secretary

The Attorney-in-Fact who executes this bond on behalf of the SURETY company must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond there must be attached a complete set of the "Contract Documents," as the term is defined in the Supplementary Conditions with all corrections, interlineations, signatures, etc., completely reproduced therein.

PAYMENT BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS, That _____, as PRINCIPAL, hereinafter called PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of Washington, as SURETY, hereinafter called SURETY, are held and firmly bound unto the Yakima Air Terminal, an agency of the City of Yakima, as OBLIGEE, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____), for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated _____, 2017, entered into a CONTRACT with OWNER for construction of A.I.P. PROJECT NO. 3-53-0089-38, SNOW REMOVAL EQUIPMENT - RUNWAY BROOM AND CARRIER VEHICLE PROCUREMENT REBID in accordance with Drawings and Specifications prepared by HLA Engineering and Land Surveying, Inc. (HLA) dated May 2017, which CONTRACT is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contact with the Principal or with a subcontractor of the Principal for labor, materials, or both, used or reasonably required for use in the performance of the CONTRACT, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the CONTRACT.
2. The above named Principal and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or SURETY at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Washington, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which principal ceased work on said CONTRACT, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2017. In the presence of:

Witness

By _____
Principal

By _____
SURETY

(SEAL)

Notes:

1. Date of Payment Bond must not be prior to the date of the Agreement. (If the Contractor is a Partnership, all partners should execute the Bond).
2. The current power of attorney of the person who signs for any SURETY company shall be attached to the Bond.