

**CITY OF OLYMPIA  
CONTRACT**

THIS AGREEMENT is entered into between the City of Olympia (the "City") and **Midway Underground LLC**, Washington, (the "Contractor"), for the project known as **Boulevard Road Trail Crossing** (the "Project"), Contract Number **PRJ-22-000091**.

**PROJECT DESCRIPTION.** This project provides for construction of raised crossings at Union Avenue and Wheeler Avenue where they cross Boulevard Road, pedestrian refuge island for the Boulevard Road crossing at the Wheeler Avenue intersection, cement concrete curb ramps on the north and south side of Wheeler Avenue at the intersection of Boulevard Road, realignment of shared-use paths at Union Avenue and the I-5 Trail with all asphalt work associated with this work. Project will regrade the Wheeler Avenue and Boulevard Road intersection and all asphalt work associated with this work, utility relocation and drainage system modifications, construction of structural earth wall and associated grading, installation of traffic signs, tree removal and trimming, pavement marking, illumination, signing, and property restoration, landscaping, and planting, and other work, all in accordance with the Contract Documents.

*IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:*

**CITY RESPONSIBILITIES.** The City agrees to engage the Contractor to perform all work necessary to complete the Project according to the Project plans and specifications under the terms and conditions contained in this Agreement. The City agrees to pay the Contractor according to the Project plans and specifications and the schedule of unit or itemized prices outlined in the Contractor's bid proposal at the time, in the manner and upon the conditions provided for in this Agreement. The contract amount is **\$617,860.50** which includes any applicable sales or use tax.

**CONTRACTOR RESPONSIBILITIES.** The Contractor shall perform all work and furnish and bear the expense of all tools, materials, equipment and labor as may be required for the transfer of materials and for construction and completion of the Project, except as is otherwise designated in the Project plans and specifications, "to be provided by the City." The Contractor agrees to perform any necessary alterations in or additions to the work as required by the City. The Contractor shall complete the Project in accordance with and as described in the Project plans and specifications, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT Specifications) referenced in the Project specifications. Contractor binds himself, his heirs, executors, administrators, successors and assigns.

**PROJECT TIMELINE.** Work on the Project shall begin on the date provided in the Notice to Proceed and shall be completed in the number of working days outlined in the Project specifications.

**LIQUIDATED DAMAGES.** If the Project is not completed within the allotted working days, the Contractor agrees to pay to the City liquidated damages in the amount calculated per the WSDOT Specifications for each day the Project remains incomplete after expiration of the Project timeline.

**DOCUMENTS INCORPORATED BY REFERENCE.** The documents incorporated by reference, as if fully set forth in this Agreement, include the Project plans and specifications, the Contractor's bid proposal, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction referenced in the Project Specifications.

**INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the City and its officers and employees, from any claims, suits, actions, damages or liability whatsoever which may result from or arise out of the Contractor's work under this Agreement. This provision shall not apply to those claims or damages that are determined to have been caused by the sole negligence of the City, its officers, or employees.

**EFFECTIVE DATE.** The parties to this Agreement have caused it to be fully executed on the date of the last authorizing signature below.

CITY OF OLYMPIA

CONTRACTOR

I certify by signing below that I am a duly authorized signatory for the Contractor:

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

\_\_\_\_\_  
(Signature) Date

Approved as to Form:

\_\_\_\_\_  
(Printed Name)

*Thane Jeffers* 02/23/2024  
\_\_\_\_\_  
Director of General Services Date

\_\_\_\_\_  
(Printed Title)