

CITY OF SUNNYSIDE

CITYWIDE PEDESTRIAN IMPROVEMENTS



TIB PROJECT NO. C-E-179(002)-1
HLA PROJECT NO. 25042

Contract Documents

April 2025



"ORIGINAL – CITY OF SUNNYSIDE"

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this 9th day of June, 2025, by and between the City of Sunnyside, hereinafter called the OWNER, and Ascent Foundation & More, LLC., 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, and equipment for the bid amount of \$ 340,921.00, for CITYWIDE PEDESTRIAN IMPROVEMENTS, TIB Project No. C-E-179(002)-1, HLA Project No 25042, in accordance with and as described in the attached Plans and Specifications, and the 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 within twenty-five (25) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).
If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.
The CONTRACTOR 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 OWNER.
- II. The OWNER 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. The CONTRACTOR for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the CONTRACTOR.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

OWNER:

City of Sunnyside, Washington

By: *[Signature]*

Name: JAMES L. BRIDGES

Title: interim City Manager

ATTEST:

[Signature]

Name: Jacqueline Renteria

Title: City Clerk

CITY CONTRACT NO: A-2025-75
RESOLUTION NO: 2025-40
COUNCIL MTG: 06/09/25

CONTRACTOR:

Ascent Foundation & More, LLC
(CONTRACTOR NAME)

By: *[Signature]*
AUTHORIZED OFFICIAL'S SIGNATURE

Name: Vince Glondo
(Please Print or Type)

Address: 106 N Peoh Ave, Suite C
Cle Elum, WA 98922

Phone: 509-674-8211

Email: vinceglondo.ascent@gmail.com *[Signature]*

(SEAL)

ATTEST:



Name: Heather Johnson
(Please Print or Type)

CONTRACT BOND

Bond Number: 54265886

CITY OF SUNNYSIDE
CITYWIDE PEDESTRIAN IMPROVEMENTS
TIB PROJECT NO. C-E-179(002)-1
HLA PROJECT NO 25042

BOND TO CITY OF SUNNYSIDE

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Ascent Foundation & More LLC

as principal, and United Fire & Casualty Company

a corporation organized and existing under the laws of the State of Iowa, 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 Sunnyside in the penal sum of \$ 340,921.00 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 Sunnyside.

Dated at Bellevue, Washington, this 9th day of June, 2025.

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

WHEREAS, under and pursuant to action of the City of Sunnyside, on June 9th 2025, the City Manager of said City of Sunnyside, has let or is about to let to the said Ascent Foundation & More LLC, the above bounden Principal, a certain Contract, the said Contract being numbered TIB Project No. C-E-179(002)-1, HLA Project No 25042, and providing for the construction of CITYWIDE PEDESTRIAN IMPROVEMENTS 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 Ascent Fondation & More LLC 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, subcontractors 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 Sunnyside 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 Sunnyside, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.