

# CONTRACT

THIS AGREEMENT, made and entered into on the day and year last below written, between CLARK REGIONAL WASTEWATER DISTRICT, acting under and by virtue of Title 57, RCW, as amended, and \_\_\_\_\_ 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 \_\_\_\_\_ in accordance with the Contractor's PROPOSAL which shows a total amount of \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_), low bid, and in accordance with and as described in the attached Plans and Specifications, the Standard Specifications of the Washington State Department of Transportation, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, which are by this reference incorporated herein and made a part hereof as fully for all purposes, and shall perform any alterations in, or additions to, the work covered by this contract and every part thereof, and any change order work which may be ordered as provided in this contract and every part thereof.

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 these contract documents, except such as are mentioned in the specifications to be furnished by the District.

II. The District 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. The District further agrees to pay for any alterations in or additions to the work

provided for in this contract that may be ordered under the terms of this contract and the attached Plans and Specifications.

III. 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.

IV. It is further provided that no liability shall attach to the District by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of Sewer Commissioners of Clark Regional Wastewater District have caused this instrument to be executed by and in the name of the said Board the day and year first above written.

EXECUTED by the Contractor: \_\_\_\_\_, year \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

The above agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_.

CLARK REGIONAL WASTEWATER DISTRICT

\_\_\_\_\_  
GENERAL MANAGER

**1-10.5 Contract Bond**

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety,  
are jointly and severally held and bound unto the Clark Regional Wastewater District, in the  
penal sum of \_\_\_\_\_ and \$\_\_\_\_\_/100 Dollars  
(\$\_\_\_\_\_), for the payment of which we jointly and severally bind ourselves,  
our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these  
presents.

THE CONDITION of this bond is such that, WHEREAS, on the \_\_\_\_\_ day of  
\_\_\_\_\_, A.D., year \_\_\_\_\_, the said \_\_\_\_\_, Principal,  
herein, executed a certain contract with the Clark Regional Wastewater District, by the terms,  
conditions and provisions of which contract the said \_\_\_\_\_ Principal,  
herein, agrees to furnish all material and do certain work, to-wit: That \_\_\_\_\_ will  
undertake and complete the construction of \_\_\_\_\_

\_\_\_\_\_ as per maps, plans and specifications made a part of said contract, which contract as so  
executed is hereunto attached, is now referred to and by reference is incorporated herein and  
made a part hereof as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply  
with the terms, conditions and provisions of said contract in all respects, and shall well and truly  
and fully do and perform all matters and things by them undertaken to be performed under said  
contract, upon the terms proposed therein, and within the time prescribed therein, and until the  
same is accepted, and shall indemnify Clark Regional Wastewater District against any direct or  
indirect damages that shall be suffered or claimed, for injuries to persons or property during the  
performance of the work provided for in said contract, and shall pay all laborers, mechanics,  
subcontractors, material men, and all persons who shall supply such contractor or subcontractor  
with provisions and supplies for the carrying on of such work, and shall in all respects faithfully

perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

Address of Local Office and Agent of  
Surety Company:

\_\_\_\_\_  
\_\_\_\_\_