

## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the Board of County Commissioners of Grays Harbor County, State of Washington, hereinafter called the Board and \_\_\_\_\_, hereinafter called the Contractor.

### WITNESSETH

That in consideration of the terms and conditions herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, materials, and equipment for the ***Keys Road Flood Protection, Phase I, C-09889-46*** in accordance with and as described in the ***Project Bidding Documents*** attendant to the Request for Proposals / Request for Sealed Bids published June 4 and June 11, 2020, for said project including all attachments thereto, and in accordance with the attached plans and specifications, and the Standard Specifications of the Washington State Department of Transportation, all of which are, by this reference, incorporated herein and made a part hereof in toto, and Contractor shall perform any changes in the work in accordance with the Contract Documents.

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 those items mentioned therein to be furnished by the County.

2. The County 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 in accord with the attached plans and specifications and the schedule of unit or itemized prices at the time and in the manner and upon the condition provided for in this contract.
3. The Contractor for himself, and for his heirs, executors, administrator, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the County by reasons of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grays Harbor County pursuant to Resolution duly adopted, has caused this instrument to be executed by and in the name of the Board of its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Foregoing contract approved and ratified \_\_\_\_\_, 2020.

GRAYS HARBOR COUNTY, WASHINGTON

BY \_\_\_\_\_  
Chairman  
Board of County Commissioners  
Grays Harbor County, Washington

SEAL

ATTEST: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

## CONTRACT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
Principal, and \_\_\_\_\_ as Surety, are jointly and severally held and bound unto the  
County of Grays Harbor, State of Washington, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ the payment of which we jointly and severally bind ourselves, our heirs, executors,  
administrators and assigns, and successors and assigns, firmly and by these presents.

THE CONDITION of this bond is such that WHEREAS, on the \_\_\_\_\_ day \_\_\_\_\_ A.D.,  
2020, the said \_\_\_\_\_. Principal herein, executed a certain contract with the County of  
Grays Harbor, State of Washington, 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 ***Keys Road Flood  
Protection, Phase I, C-09889-46*** according to 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 purpose 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 contracts, upon the terms  
proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all  
laborers, mechanics, subcontractors, and 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 hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Surety

BY \_\_\_\_\_

Address of local office and agent of Surety Company

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

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
GRAYS HARBOR COUNTY, WASHINGTON

\_\_\_\_\_  
Vickie L. Raines, Chairman

\_\_\_\_\_  
Wes Cormier, District 1

\_\_\_\_\_  
Randy Ross, District 2

(BOND)