

**PERFORMANCE, PAYMENT AND GUARANTY BOND**

\_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a corporation authorized and duly licensed to do business in the State of Washington and registered with the Washington State Insurance Commissioner, are held and firmly bound unto CASCADE WATER ALLIANCE, hereinafter called "Owner," in the full sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded and has entered into that Contract, dated \_\_\_\_\_ and attached hereto, with Owner to perform the work as specified or indicated in the Contract Documents entitled Fish Screen - Gantry Crane Repair Project, according to the terms, conditions and covenants specified in the Contract, including all of the Contract Documents therein referred to which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein.

NOW, THEREFORE, if Principal shall perform all of the requirements of the Contract Documents required to be performed on its part, at the times and in the manner specified therein; and

If Principal shall pay for all materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, and for all amounts due under applicable State law for any work or labor thereon; and

If Principal shall pay the sales, use and any other applicable taxes of the State of Washington or any political subdivision of said State relating to the Contract or to the work performed under the Contract, and pay amounts due the State pursuant to Titles 50 and 51 of the Revised Code of Washington; and

If Principal shall indemnify and hold the Owner harmless from any defects in the workmanship or materials incorporated into the work for a period of **one year** after the final acceptance of the work;

THEN the obligation of Principal and Surety under this Bond shall be void, but otherwise it shall remain in full force and effect.

This Bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

Any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Contract documents, shall not in any way release Principal or Surety there under, nor shall any extensions of time granted under the provisions of the Contract documents release either Principal or Surety, and notice of such alterations or extension of the Contract is hereby waived by Surety.

IT IS FURTHER AGREED that nothing of any kind or nature that will not discharge the Principal shall operate as a discharge or release of the Surety, regardless of law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

IT IS FURTHER AGREED that whenever the Contractor shall be, and declared by the Owner to be, in default under the Contract, the Owner having performed its obligations hereunder, the Surety at the request of the Owner shall promptly remedy the default in a manner acceptable to the Owner.

SIGNED AND SEALED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

(Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address: \_\_\_\_\_  
\_\_\_\_\_

Note: A dated power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance and payment bond.