

Cascade Water Alliance
Contract No.: _____
Title: _____

TASK ORDER CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this "Contract") is made between CASCADE WATER ALLIANCE ("OWNER"), a municipal corporation and _____, a _____ corporation ("CONTRACTOR").

In consideration of the terms and conditions contained in this Contract and attached to it, the parties agree as follows:

1. Effective Date and Term. The effective date ("Effective Date") of this Contract is the last date signed by the parties below. The term of this Contract shall commence on the Effective Date and shall continue in effect until Owner has declared Final Acceptance for all Task Orders mutually executed no later than December 31, 2026.
2. Project. Contractor shall perform and complete all Work and furnish all labor, tools, materials, and equipment for the Owner's Minor Construction, Repair, and Maintenance Project for 2026 ("Project") in accordance with any task order ("Task Order") the Owner may issue regarding the Project described in Exhibit 1 and incorporated herein by reference.
3. Work. The term Work, as used in this Contract and any Task Order the Owner may issue, means the construction and services necessary or incidental to fulfill Contractor's obligations under any Task Order in conformance with this Contract. Contractor shall have sole and exclusive control over the means and methods of its Work and shall be solely responsible for planning, scheduling, coordinating, executing and completing the Work in accordance with its chosen means and methods.
4. Project Cost. The maximum amount payable by Owner to Contractor under this Contract is the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) plus applicable Washington State sales tax (the "Maximum Allowable Sum"). The Owner may from time to time issue Task Orders, in the form described in Exhibit 2, collectively up to the Maximum Allowable Sum. The Task Orders will provide for measurement and payment, in accordance with the bid schedule ("Bid Schedule"), up to a not-to-exceed amount set forth in the Task Order. The Owner shall pay Contractor for actual quantities of work up to the not-to-exceed amount delineated in each Task Order, plus applicable Washington State sales tax, for faithful and full completion of the Work described in each Task Order ("Project Cost"). The Project Cost includes all costs associated with the Project, including, but not limited to labor (inclusive of overtime), materials, equipment, profit, fee, taxes (other than Washington State sales tax), mobilization, travel, overhead, administrative, bonds, insurance, and permit and regulatory costs required for or incurred in connection with the completion of this Work, unless otherwise agreed to by the parties in writing.
5. Payment Terms. The Project Cost shall be payable in the following manner:

- a. On or before the 26th day of each month, Contractor shall submit a detailed monthly invoice for all services provided. The invoice shall include for each Task Order: a description of work completed, the progress of the work, and the requested payment using the Bid Schedule in the Task Order. The Owner shall pay the invoice within thirty (30) days after approval of the invoice. Prior to payment on the final invoice for each Task Order. Contractor shall submit affidavits signed by all Subcontractors performing Work under the Task Order as of the last detailed monthly invoice, stating that each of them has been paid, less earned retainage, as their interests appeared in the last monthly invoice.
 - b. Retainage. Owner shall withhold five percent (5%) of the amounts due under any detailed monthly invoice whether for labor, equipment, materials or supplies. Pursuant to RCW 60.28.011 and RCW 39.08.030, claims or liens by Subcontractors and Suppliers against the retained fund or the retainage bond must be in writing and submitted to the Owner at the address given for notices in this Contract, for filing with the Project documents. The Owner will maintain a copy of all claims or liens against the retainage in the Project document files. Retainage will be withheld on an individual Task Order basis and the rights of Subcontractors and Suppliers will be specific and exclusive to the retainage withheld on the Task Order Work in which they expended labor, material or equipment. Retainage will be released upon completion of the Project upon Contractor's compliance with RCW 39.12.040.
 - c. Final Payment. Upon Final Acceptance (as defined in Section 8), the Contractor shall submit a final monthly invoice for payment ("Final Application for Payment"). In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
 - i. Affidavit of Wages Paid for Contractor and all Subcontractors and Suppliers in accordance with state law;
 - ii. Release of Lien Certification for every Subcontractor and Supplier;
 - iii. Contractor's release of claims against the Owner;
 - iv. Copies of the warranties and guarantees required by the Contract;
 - v. Permit approvals and Certificates of Occupancy;
 - vi. Operation and Maintenance Manuals, if applicable; and
 - vii. As-built Set of Drawings and Specifications, if applicable.
6. Equitable Adjustments. If the Contractor seeks to request any adjustment to the Project Cost or any extension of any deadlines specified in a Task Order, it must provide an initial written notice for any equitable adjustment within twenty-four (24) hours of the act, omission or event by the Owner that gives rise to the request for written Task Order amendment. The initial

notice must provide a concise description of the potential change and an initial estimate of the impact to the Project Cost or Contract time. No more than five (5) days thereafter, Contractor shall then file a written claim with the Owner, stating the amount claimed, supported by appropriate documentation. Failure to provide written notice and claim under the terms of this Contract constitutes waiver of such claim. In no case shall a claim for equitable adjustment be allowed if submitted after the Project has reached Final Acceptance (as defined herein) by the Owner.

7. Force Majeure. The term, “Force Majeure,” as used in this Contract, shall mean an event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and Cascade and is limited to the following: natural disasters declared by the governor of Washington or President of the United States, including but not limited to earthquakes; acts or omissions of any government entity acting within its governmental capacity; fire or other casualty for which a Contractor or its Subcontractors and/or Suppliers party are not responsible; quarantine, pandemic or epidemic; strike or defensive lockout; and, unusually severe weather conditions (any of the following that stops the Work from progressing as scheduled: daily rainfall equal to, or greater than, 2.0 inches in a 24 hour period; ice; snow; and other adverse weather conditions).
 - a. Contractor must provide an initial written notice within twenty-four (24) hours of the Force Majeure event that gives rise to the request written Task Order amendment. The initial notice must provide a concise description of the potential change and an initial estimate of the impact to Substantial Completion. No more than five (5) days thereafter, Contractor shall then file a written claim with the Owner, stating the amount claimed, supported by appropriate documentation. Failure to provide written notice and claim under the terms of this Contract constitutes waiver of such claim.
 - b. When Contractor experiences a delay caused by an act of Force Majeure, Contractor shall only be entitled to an extension to the Contract time. No change to Project Cost shall be allowed as a result of an act of Force Majeure.
8. Completion Deadline/Liquidated Damages. Contractor shall commence Work under each Task Order upon receipt of notice to proceed from the Owner. When the Contractor considers all Work associated with a Task Order to be substantially complete, the Contractor shall give notice to the Owner. All Work must meet Substantial Completion and/or meet any other deadline as delineated in each Task Order. “Substantial Completion” shall mean the stage in the progress of the Work where Cascade has full and unrestricted use and benefit of the facilities for the purpose intended; all systems and parts of the Work are functional; utilities are connected and operate normally; only punch list items or minor correction or minor repair remains to complete all applicable Task Order requirements; and at Cascade’s option, the Contractor has provided all applicable occupancy permits and easement releases. The parties may determine in advance and agree that Contractor shall pay the Owner liquidated damages in the amount(s) delineated in the applicable Task Order(s) due the difficulty in computing the actual damages to the Owner arising from any delay in completing the Work for an individual Task Order. The Owner will declare “Final Acceptance” of the Work when the Contractor has completed all of its obligations under all Task Order(s), inclusive of submission of all

documentation by law or by all Task Order(s). Any obligations of Contractor to indemnify the Owner and/or provide insurance shall survive Final Acceptance.

9. Warranty. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, and free from defective workmanship and materials. Contractor further warrants that the Work shall be free from defects in workmanship and material, and shall transfer to the Owner all written warranties related to the Work performed and equipment installed. Contractor guarantees payment of all obligations incurred in this Work. The warranty period for workmanship and materials shall be for a period of two (2) years from Final Acceptance. The warranty period for equipment shall be for the period set forth in the manufacturer's warranty from Final Acceptance.
10. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the Owner receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.
11. Bond. Contractor shall provide a performance and payment bond for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the Owner on account of such defects, discovered within one (1) year after Final Acceptance by the Owner. If this Contract is for \$150,000 or less, then at the option of the Contractor the Owner may retain 10% of the Contract amount, in lieu of a bond, for a period of thirty days after the date of Final Acceptance or as provided for under RCW 39.08.010.
12. Indemnification. Contractor shall defend, indemnify, and hold harmless the Owner, its board of directors, officers, managers, employees, engineers, agents, and volunteers (collectively, as used herein, "Indemnified Parties") from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgment, attorneys' fees and costs, and other expenses of any kind (including any suits or claims made by or for the benefit of Contractor's employees or their survivors) on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the sole negligence of one or more of the Indemnified Parties (the "Indemnified Claims").

For the purposes of this indemnification, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. Contractor further agrees to require its consultants, subcontractors, and suppliers and their consultants, subcontractors and suppliers to similarly indemnify and hold Contractor harmless and waive immunity under Title 51 solely for the purposes of this indemnification.

Pursuant to RCW 4.24.115, to the extent liability for Indemnified Claims (including defense obligations) were caused or result from the concurrent negligence of (a) the Indemnified Parties

and (b) Contractor or the Contractor's agents or employees, the indemnity and defense obligations under this Agreement shall be limited to the extent of the Contractor's negligence.

The provisions of this paragraph shall survive the expiration or termination of this Contract.

13. Insurance. Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

- a. Commercial General Liability. Limits no less than \$2,000,000.00 combined single limit per occurrence and \$4,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability to be maintained for so long as any Work or Service is performed by Contractor, plus an additional six (6) years from completion of such Work or Service.
- b. Automobile Liability Insurance. Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
- c. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
- d. Employer's Liability or "Stop Gap". Limits no less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- e. Contractors Pollution – Asbestos Liability. Limits no less than \$2,000,000 each occurrence - \$4,000,000 policy aggregate, including errors and omissions.
- f. The insurance policies shall specifically name the Owner, its elected or appointed officials, officers, employees, and volunteers as insureds with regard to damages and defense of claims arising from (1) activities performed by or on half of the Contractor; or (2) products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor.
- g. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the Owner; and (3) shall state that the Owner will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.
- h. Before commencing work and services, Contractor shall provide to the Owner a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. The

Owner reserves the right to request and receive a certified copy of all required insurance policies.

- i. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

14. Job Safety/Housekeeping. Contractor shall at its cost take all reasonable precautions for the safety of all employees or other persons who may be involved in the Project, as well as visitors and third parties such as government officials. Contractor shall also establish and enforce all reasonable safeguards for safety and protection including posting signs and other warnings against hazards and promulgating safety regulations. Contractor shall designate a qualified and responsible employee at the Project whose duty shall be to supervise plant safety, project safety, prevention of fires and accidents and the coordination of such activities as shall be necessary. In order to protect the lives and health of persons performing work under this Agreement, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply, without limitation, to all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the work may be considered a breach of this Agreement.
15. Compliance with Codes and Regulations. Contractor shall comply with all applicable statutes in performing Project Work, including, but not limited to all state and local laws, regulations, codes and standards that are applicable at the time Contractor performs work.
16. Permits, Taxes, Temporary Functions. Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of this Contract. Contractor shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its work, including but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagman, drinking water, storage, ventilation and heat.
17. Suspension of Contract. Cascade reserves the right to suspend this Contract, at any time, with or without cause, by giving ten (10) days prior written notice to Contractor. The time for completion of the remaining Work shall be extended by the number of days the Work is suspended by Cascade, unless both Parties can mutually agree upon a new completion time. In the event the period of suspension exceeds ninety (90) days, the terms of this Contract shall be subject to renegotiation; provided, however, that if such renegotiation of a mutually acceptable replacement contract has not occurred within one hundred eighty (180) days after suspension ("Renegotiation Period"), then either Party may terminate this Contract upon ten (10) days prior written notice, provided further, that the failure to renegotiate this Contract within the Renegotiation Period shall not be construed as a breach of the Contract by either

Party. Contractor shall be entitled to receive just and equitable compensation for any satisfactory Work completed prior to the date of suspension.

18. Termination for Default. If Contractor: (1) fails to provide a sufficient number of properly skilled workers or a sufficient quantity of suitable materials or adequate equipment; (2) fails to diligently prosecute work according to the Task Order schedule; (3) causes, by act or omission, stoppage, delay, or interference of the Work; (4) fails to correct or repair any damaged or defective work or materials; (5) fails to comply with any provisions of this Contract; (6) becomes insolvent or adjudged bankrupt; or (7) fails to comply with applicable regulations; or (8) fails to make prompt payment to lower tier subcontractors or suppliers, then the Owner may terminate this Contract upon written notice to the Contractor. Contractor shall be entitled to receive just and equitable compensation for any satisfactory Work completed prior to the date of termination.
19. Termination for Convenience. Cascade may terminate this Contract for convenience upon providing Contractor with seven (7) days written notice. Any right of convenience termination shall be in addition to, not in replacement of, any and all rights and remedies a Party may have for breach of the Contract by the other Party. In the event of convenience termination, Contractor shall be entitled to receive only such compensation as is allowed under this Contract for any satisfactory Work completed prior to the date of termination and shall not be paid any costs, fees, markups or profit on the terminated part of the Contract.
20. Additional Work. Cascade may desire to have Contractor perform work or render services other than that Work provided for by the express intent of this Contract. Any such work or services shall be considered as additional work, supplemental to this Contract. Authorized additional work will be compensated for in accordance with a written supplemental or new contract between Contractor and Cascade.

21. General Provisions.

- a. Notices. Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

Owner:

Contractor:

Cascade Water Alliance
11400 SE 8th St, Suite 400
Bellevue, WA 98004
Attn: _____

- b. Entire Agreement. This Contract, its attachments, and Task Orders issued hereunder contain the entire understanding between the Owner and Contractor relating to the Project which is the subject of this Contract. This Contract merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing.

Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.

- c. Order of Precedence: Any conflict or inconsistency between the terms or conditions of the Contract document set forth below (“Contract Documents”) shall be resolved by the following descending order of precedence (with i. taking precedence over ii., iii., iv, and v.; ii. taking precedence over iii., iv, and v; and so forth):
- i. Contract Amendment(s)
 - ii. Executed Contract
 - iii. Task Order Amendment (s)
 - iv. Executed Task Order, with order of precedence as follows:
 - a) Task Order - Change Order (s)
 - b) Task Order Technical Specifications
 - c) Task Order Plans, Details, and General Notes
 - v. WSDOT Standard Specifications for Road Bridge and Municipal Construction – Publication M41-10

IN THE EVENT THERE EXISTS A CONFLICT, INCONSISTENCY, OR AMBIGUITY WITHIN THE TERMS OR CONDITIONS OF ONE OF THE CONTRACT DOCUMENT CATEGORIES SET FORTH ABOVE, THE MORE STRINGENT REQUIREMENTS, AS DETERMINED BY THE OWNER, SHALL BE DEEMED TO HAVE BEEN INTENDED AND TO HAVE BEEN INCLUDED IN THE ORIGINAL PROJECT COST.

- d. Modification. No modification of this Contract and no waiver of rights under this Contract shall be valid or binding on the parties unless the same is in writing.
- e. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.
- f. Assignment. Neither party shall assign, transfer or otherwise dispose of this Contract to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Contract is made only for the benefit of the Owner and the Contractor and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.

- g. Severability. If any term, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of this Contract shall remain in effect.
- h. Dispute Resolution. If any dispute, controversy, or claim arises out of this Contract, the parties agree to first try to settle the dispute, controversy, or claim in non-binding mediation with the assistance of a recognized professional mediation service. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear all expenses associated with the mediation equally, except for attorneys' fees.
- i. Jurisdiction/Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in King County Superior Court, King County, Washington.
- j. Attorneys' Fees. In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Contract, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

CASCADE:

CASCADE WATER ALLIANCE, a
Washington municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

CONTRACTOR:

_____, a
_____ corporation

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT 1

Scope of Work for the Project

The general scope of work is to repair and replace equipment, structures, and systems associated with the White River/Lake Tapps Reservoir Project or on other infrastructure owned by Cascade and perform related minor improvements to the same. Tasks may include, but not be limited to, maintenance and improvements for valves, pumps, electrical and control systems, HVAC, plumbing, lighting, carpentry, general site civil work, and additional features and equipment commonly associated with a dynamic utility infrastructure project. All Work under this Contract must be authorized by Task Order executed by Owner's Chief Executive Officer or its designee.

Potential Work issued by Task Order also includes public works necessary in the event of an emergency declared by Owner pursuant to RCW 39.04.280.

EXHIBIT 2

CONTRACT NO. _____
ON-CALL MINOR CONSTRUCTION CONTRACT WITH [CONTRACTOR]
(“CONTRACTOR”)
TASK ORDER NO. _____ : [NAME/DESCRIPTION]

1. SCOPE OF WORK:

The purpose of this Task Order No. _____ (“Task Order”) is to _____. The scope of work for this Task Order is as follows:

- 1) _____.
- 2) _____.

2. SPECIAL INSTRUCTIONS:

- 1) _____.
- 2) _____.

3. GOVERNING CONTRACT:

Services covered by this Task Order shall be performed in accordance with Contract No. _____ dated _____ (“Governing Contract”).

This Task Order is authorized pursuant to the Governing Contract and shall not constitute a separate agreement between Cascade and Contractor. To the extent that the Task Order is in conflict with the Governing Contract, the terms and conditions of the Governing Contract shall govern.

4. COSTS AUTHORIZED:

The total cost of this Task Order shall not exceed \$_____ (“Task Order Max”) without the prior written approval of Cascade. Cascade shall pay Contractor for the Scope of Work of this Task Order in accordance with the bid schedule included as Attachment A, not to exceed the Task Order Max.

Completed and anticipated Task Orders under the Governing Contract are as follows:

Task Order _____ : [DESCRIPTION]. Task Order Max: _____ - [STATUS]
Task Order _____ : [DESCRIPTION]. Task Order Max: _____ - [STATUS]

Total cost on all Task Orders to-date: \$_____

5. SCHEDULE:

All work to complete Task Order No. _____ shall be completed by _____ [OR PURSUANT TO THE FOLLOWING SCHEDULE].

If Contractor does not complete the work under Task Order No. _____ by _____, because of the difficulty in computing the actual damages to Cascade arising from any delay in completing the Task Order Work, the parties agree that Contractor shall pay Cascade

\$ _____ for each Day that the Work remains incomplete after expiration of the
aforementioned completion date.

6. AUTHORIZATION TO PROCEED:

Execution of this Task Order by the Parties will be authorization for Contractor to proceed
with the work.

CASCADE:

CONTRACTOR:

CASCADE WATER ALLIANCE, a
Washington municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

**ATTACHMENT A
BID SCHEDULE OR QUOTE**

Bid Item	Item Description	WSDOT Spec §	Unit	Est. Quantity	Unit Price		Total Price/Extended Amount	
1			LS	-	-	-	\$	
2					\$		\$	

Total Bid Price

\$	
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1. The abbreviations under the “Unit” column shall be defined as follows: “LS” means lump sum; “AL” means allowance; “CY” means cubic yard; “EA” means each; “DY” means day, “TN” means tons, “SF” means Square Foot, “LF” means Lineal Foot, etc. Unit prices shall be multiplied by the estimated quantity to calculate an extended amount for that Bid Item.
2. The Total Bid Price shall be the sum of the extended amounts for all Bid Items on the bidding schedules plus Washington State Sales Tax.

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 _____ 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.