

## CONTRACT

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Chehalis-Centralia Airport Governing Board, hereinafter called the "OWNER," and \_\_\_\_\_, hereinafter called the "CONTRACTOR,"

### WITNESSETH:

Said CONTRACTOR in consideration of the sum to be paid by the said OWNER and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for: Chehalis-Centralia Airport, 2010 Airport Perimeter Fencing Project, Chehalis, Washington, A.I.P. Project No. 3-53-0012-012, to the extent of the proposal made by the CONTRACTOR and agreed to by the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_ 2010, all in full compliance with the Contract Documents referred to herein.

The "Invitation to Bid," the "Instructions to Bidders," the signed copy of the "Proposal," the "Bid Bond," the fully executed "Performance Bond" and "Payment Bond," the "General Provisions," the "FAA Standard Contract Clauses," the "Supplementary Conditions," the "Technical Specifications," the "Appendix" and the "Plans," which consist of 3 sheets entitled Chehalis-Centralia Airport, 2010 Airport Perimeter Fencing Project, A.I.P. Project No. 3-53-0012-012, Chehalis, Washington, dated March 31, 2010 are hereby referred to and reference made a part of this agreement as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer and the Owner's satisfaction to the extent provided in the contract Documents, the OWNER agrees to pay the CONTRACTOR the amount bid as adjusted in accordance with the proposal as determined by the Contract Documents and specified by the OWNER or as otherwise herein provided, and based on the said proposal made by the CONTRACTOR and to make such payments in the manner and times provided in the Contract Documents.

The CONTRACTOR agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of acceptance of the work in the contract by the OWNER.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the contract, shall be the time as specified in the "Invitation to Bid" and the "Proposal."

In the event that the CONTRACTOR shall fail to complete the work within the time limit or the CONTRACTOR shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate as described in the General Provisions. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CHEHALIS-CENTRALIA AIRPORT  
GOVERNING BOARD**

**CONTRACTOR**

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

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

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_  
\_\_\_\_\_, a corporation duly authorized to act as a surety company in Washington, as SURETY,  
are jointly and severally held and bound unto Chehalis-Centralia Airport Governing Board, as Obligee,  
hereinafter called OWNER, in the sum of \_\_\_\_\_  
\_\_\_\_\_(\$ \_\_\_\_\_), for the payment of which we jointly  
and severally bind ourselves, our heirs, successors, administrators and assigns, or our successors and  
assigns, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL herein has made and entered into a certain contract with the OWNER, a  
copy of which is attached hereto, which contract is by this reference made a part hereof, whereby the said  
PRINCIPAL agrees to perform certain work and to furnish certain materials and to assume obligations, all  
in accordance with the terms, conditions, requirements, plans and specifications set out in said contract,  
and

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 him undertaken to be performed under said contract and during a one  
(1) year guarantee period, upon the terms set forth therein and within the time prescribed therein or as  
extended as provided therein and during a one (1) year guarantee period, and shall, in all respects  
perform said contract according to law, then this obligation shall be void; otherwise to remain in full force  
and effect.

For value received, the SURETY hereby agrees that no change, extension of time, alteration or addition  
to the terms of the contract or the work to be performed thereunder, or the specifications accompanying  
the same shall in any way affect its obligations hereunder, and the SURETY expressly waives notice of  
any such change, extension, alteration, or addition.

Nonpayment of the bond premium will not invalidate this bond nor shall the OWNER be obligated for the  
payment thereof.

In Witness Whereof, the parties hereto have caused this Bond to be executed in \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PRINCIPAL:

SURETY:

By \_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

Attest:

Secretary \_\_\_\_\_

The Attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond there must be attached a complete set of the "Contract Documents", as the term is defined in the Supplementary Conditions with all corrections, interlineations, signatures, etc., completely reproduced therein.

**PAYMENT BOND**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ as PRINCIPAL, hereinafter called PRINCIPAL, and a corporation organized and existing under the laws of the State of Washington, as SURETY, hereinafter called SURETY, are held and firmly bound unto Chehalis-Centralia Airport Governing Board, as OBLIGEE, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, in the amount of \_\_\_\_\_, (\$ \_\_\_\_\_) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated \_\_\_\_\_, 2010, entered into a contract with OWNER for construction of A.I.P. Project No. 3-53-0012-012 in accordance with drawings and specifications prepared by Chehalis-Centralia Airport, which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that is the principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above named principal and surety hereby jointly and severally agree with the owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant:

- (A) Unless claimant, other than one having a direct contract with the principal, shall have given written notice to any two of the following: the principal, the owner, or the surety above named, within ninety (90) days after such (claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the principal, owner or surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Washington, save that such service need not be made by a public officer.
- (B) After the expiration of one (1) year following the date on which principal ceased work on said contract, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (C) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2010. In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By \_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_  
Surety

(SEAL)