

CONTRACT FORMS

PERFORMANCE AND PAYMENT BOND

(NOTE: This form must be used; no substitute is acceptable.)

KNOW ALL MEN BY THESE PRESENTS: THAT whereas Water District 19, King County, Washington, a municipal corporation has awarded to:

(Contractor)

hereinafter designated as the "Principal" a contract for work items, which contract consists of the Proposal, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as

Ridge Road Water Main Replacement, Phase II

and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and _____, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto Water District 19 in the sum of _____ dollars (\$_____) lawful money of the United States, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the District, its officers and agents, and engineer from any loss or damage occasioned to any person or property by reason of any careless or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless Water District 19, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after acceptance thereof by Water District 19, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder

or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the contract or the work or to the specifications.

IN WITNESS THEREOF, the said Principal and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this ____ day of _____, 20____.

Principal

By _____

Title _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

By _____

Title _____

Surety _____

By _____

Address of local office and agent of Surety Company is:

***CONTRACTOR'S DECLARATION OF OPTION FOR
MANAGEMENT OF STATUTORY RETAINED PERCENTAGE***

Prior to beginning the project, complete and submit the “**Statement of Intent to Pay Prevailing Wages**” (Sample of the form is provided under the Prevailing Wages section, actual form shall be obtained from the State)

Retainage is held by the Owner following Substantial Completion. Contractor shall be responsible for paying the necessary insurance to the State of Washington. Retainage will not be released until after the Owner receives the Contractor completed **Certification of Industrial Insurance Paid and Request for Release** form and all other contract requirements are met. If Contractor wishes to have retainage invested, fill out form below and submit to the Owner prior to first progress payment.

- A.** I hereby elect to have the retained percentage of this contract held in a fund by the Owner.

Signature _____ Date _____

- B.** I hereby elect to have the Owner deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

Signature _____ Date _____

- C.** I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____
as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Prior to the Owner investing any fund in an escrow account, the Contractor shall obtain a letter from the repository on their letterhead stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by the Owner.

Signature _____ Date _____

Certification of Industrial Insurance Paid and Request for Release

Prior to beginning the project the following shall be completed and copied to the Owner:

- **“Statement of Intent to Pay Prevailing Wages”** (Sample of the form is provided under the Prevailing Wages section, actual form shall be obtained from the State)
- If Contractor is self insured, provide proof via letter correspondence from *Labor and Industries Self Insured Certification Services* stating self insurance is in good standing and will be for duration of the project.

Prior to project closeout and release of retainage the Contractor shall provide the Owner with the following information for all work on the project *including* subcontractors work:

- Complete and submit the State form **“Affidavit of Wages Paid”** (sample of this form is provided under the Prevailing Wages section. Actual form shall be obtained from the State)
- Provide a copy of the **Worker’s Compensation Rate Notice** from the Washington State Department of Labor and Industries
- Complete and submit the statement provided below certifying that all industrial insurance has been paid for all work performed on this project

Certification of Industrial Insurance Paid

I _____ (Contractor) hereby certify that all industrial insurance has been paid to the State of Washington as required by law for all work on this project including the work of subcontractors and that the Owner shall be indemnified and held harmless from any and all claims arising from disputes over payment of industrial insurance with the State or any other person or entity.

Signature _____ **Date** _____

Business Name _____

L & I Account ID _____

Unified Business ID (UBI) _____

WATER AND SEWER RISK MANAGEMENT POOL

CONTRACT SPECIFICATIONS OF INSURANCE REQUIREMENTS

The contractor shall obtain and keep in force during the term of the contract Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rating of "A VII" or better, and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.

Prior to the execution of the Contract, the Contractor shall purchase a Comprehensive General Liability insurance policy meeting the requirements set forth herein. The Contractor shall file with the Owner a certified copy of all policies or a Certificate of Insurance evidencing such policies to be in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of Contract and shall be cause for immediate termination of the Contract and of any and all Owner obligations, regarding same.

The Contractor shall not begin work under the Contract or under any special condition until all required insurance has been obtained and until such insurance has been *approved by the Owner*. Said insurance shall provide coverage to the Contractor, subcontractors, and Owner. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor, his subcontractors, or by anyone directly or indirectly employed by either of them.

The insurance policies shall specifically name the Owner, its elected or appointed officers, officials, employees, consulting engineers, and volunteers as insureds with regard to damages and defense of claims arising from: (1) activities performed by or on behalf of the contractor; or (b) products and completed operation of the contractor, or (c) premises owned, leased, or used by the contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the contract.

The owner shall be given 45 days written notice of cancellation, nonrenewal, material reduction, or modification of coverage. Such notice shall be by "*certified mail*."

The coverages provided by the Contractor's insurance policies are to be *primary* to any insurance maintained by the Owner, except as respects losses attributable to the sole negligence of the Owner. Any insurances that might cover this Contract which are maintained by the District shall be in excess of the contractors insurance and shall not contribute with it.

The Contractor's insurance policies shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insureds as respects any claim, suit, or judgment made or brought by or for any other insured.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies apply separately to this project.

The Contractor's insurance policies shall not contain deductible or self-insured retentions in excess of \$10,000 unless approved by the Owner.

***WATER AND SEWER RISK MANAGEMENT POOL
CONTRACT SPECIFICATIONS OF INSURANCE REQUIREMENTS
(Continued)***

The Contractor's insurance policies shall contain a provision that the Owner has no obligation to report events that might give rise to a claim until a claim has been filed with the Owner's Board of Commissioners.

Providing of coverage in the stated amounts shall not be construed to relieve the contractor from liability in excess of such limits.

In addition, the Contractor shall have its Insurance Agent/Representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the Certificate of Insurance for Owner's approval.

The Contractor shall maintain Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance as required by State or Federal statute, for all of his employees to be engaged in work on the Project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Contractor's Labor and Industries account number shall be noted on the Certificate of Insurance.

In the event any class of employees engaged in the work under this Contract is not covered under Workers' Compensation Insurance or Longshore and Harbor Workers' Insurance as required by State and Federal statute, the contractor shall maintain and cause each subcontractor to maintain Employer's Liability Insurance for limits of at least \$2,000,000 each employee for disease or accident, and shall furnish the Owner with satisfactory evidence of such.

The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of the Owner's or engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with project specifications.

The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county, and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act, WISHA, RCW 49.17.

The Owner will not pay any progress payments until the Contractor has fully complied with this section. This remedy is not exclusive and the Owner may take such other action as is available under other provisions of this contract.

The Contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provision of the HOLD HARMLESS and INDEMNITY CLAUSES of the Contract Documents, or otherwise in law.

***WATER AND SEWER RISK MANAGEMENT POOL
CONTRACT SPECIFICATIONS OF INSURANCE REQUIREMENTS
(Continued)***

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

Types and Limits of Insurance Required:

1. Commercial General Liability

- \$2,000,000 Each Occurrence Bodily Injury and Property Damage Liability
- \$2,000,000 Annual Aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations (through guaranty period)
- Blanket contractual
- Subcontractors
- Personal Injury with EE exclusion deleted
- Employers liability (Stop gap)

2. Automobile Liability

- \$2,000,000 per accident Bodily Injury and Property Damage Liability, covering
- Any owned automobile
- Hired automobiles
- Non-owned automobile

3. Umbrella Liability

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies, the Contractor may provide the Owner with an

- Owner's and Contractor's Protective Policy with a limit of coverage of \$5,000,000

INSURANCE COVERAGE QUESTIONNAIRE

(Note: This questionnaire must be completed and attached to Certificate of Insurance.)

For _____

Project _____ Number _____

Project _____ Owner _____

Are the following coverages and/or conditions in effect?	Yes	No
The Policy form is ISO Commercial General Liability form CG0001 or CG0002 (circle one). If No, attach a copy of the policy with required coverages clearly identified.		
Products and Completed operation coverage.		
Cross Liability clause (or equivalent wording).		
Personal Injury Liability Coverage (with employee exclusion deleted).		
Broad Form Property Damage with X, C, U Hazards included.		
Blanket Contractual Liability coverage applying to this contract.		
Employer's Liability – Stop Gap.		
Deductibles or SIR's: GL _____ AL _____ Excess _____		
Insuror Best Rating: GL _____ AL _____ Excess _____		

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

 Agency/Broker

 Completed by (type)

 Address

 Completed by (signature)

 Name of person to contact

 Telephone Number

CERTIFICATE OF INSURANCE

Insert Acord Form (sample below) indicating coverages as required herein are met:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		Clear	Save	DATE (MM/DD/YYYY)										
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED		INSURERS AFFORDING COVERAGE		NAIC #										
		INSURER A:												
		INSURER B:												
		INSURER C:												
		INSURER D:												
		INSURER E:												
COVERAGES														
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS														
CERTIFICATE HOLDER				CANCELLATION										
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE										