



CONTRACT CHECKLIST

CONTRACT FORMS

All of the following forms are to be executed with this proposal within the time specified in the Instructions to Bidders, except the Certificate of Insurance which is to be provided after the Contract is awarded and prior to the Notice to Proceed.

- Contract
- Performance Bond
- Payment Bond
- Insurance Coverage Questionnaire
- Retainage Investment Option
- Certificate of Insurance

Additional submittals, as outlined in the attached contract documents, must be received prior to issuance of Notice to Proceed.

This page intentionally left blank



CONSTRUCTION CONTRACT

THIS CONTRACT, dated this _____ day of _____, 20__, is by and between the City of Arlington, a municipal corporation of the State of Washington, hereinafter referred to as the CITY, and _____ referred to as the CONTRACTOR.

WITNESSETH:

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

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

Centennial Trail Improvements

Project Number P02.339

in accordance with and as described in the plans and specifications referenced herein, the Arlington Design and Construction Standards, and the standard specifications of the Washington State Department of Transportation, all of which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord 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 CITY.

- II. The CITY 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 referenced project and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__

Notary Public in and for the State of
Washington
Residing in _____
My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Margaret Larson, Mayor and Kristin Banfield, City Clerk are the persons who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__

Notary Public in and for the State of
Washington
Residing in _____
My appointment expires _____

This page intentionally left blank



PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That whereas the City of Arlington has awarded to _____ (CONTRACTOR), hereinafter designated as the "Principal," a contract for the construction of the Project designated

Centennial Trail Improvements

Project Number P02.339

all as hereto attached and made a part hereof, 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 _____

(Surety)

a corporation, organized and existing under and by virtue of the laws of the State of Washington, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto _____, a municipal corporation of the State of Washington, in the sum of:

(Total Amount of Contract Sum)

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 those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform the undertakings, covenants, and terms and conditions in the 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, and terms and conditions 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 material suppliers and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work on their part and shall indemnify and hold harmless the City of Arlington, their officers and agents following the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall 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 hereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alterations, or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the parties have executed this agreement
this _____ day of _____, 20__.

NOTE: Please **type or print below the signatures** the names of parties executing this bond, together with official title of each.

Principal: _____

Title: _____

Principal: _____

Title: _____

Principal: _____

Title: _____

Approved as to Form

City of Arlington

By: _____

Title: _____

Date: _____

Surety: _____

Address: _____

Telephone: _____

By: _____

Title: _____



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____
as Principal, hereinafter called Principal, and _____ as Surety,
hereinafter called Surety, are hold and firmly bound unto _____ City of Arlington _____, hereinafter called
City, in the penal sum of _____ for the payment of which sum
well and truly to be made, we the Principal and Surety above named jointly and severally bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, by these presents.

WHEREAS, the City has requested and the Principal has agreed to perform certain work as described
in the CONTRACT, a copy of which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, if the Principal shall pay the full amount of all sums which become due for the
said improvements within the time prescribed in the CONTRACT then this obligation shall be null and void
upon receipt of a written discharge from the City, otherwise to be and to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement
this _____ day of _____, 20__.

NOTE: Please **type or print below the
signatures** the names of parties executing this
bond, together with official title of each.

Principal: _____

Title: _____

Principal: _____

Title: _____

Principal: _____

Title: _____

Approved as to Form

City of Arlington

By: _____

Title: _____

Date: _____

Surety: _____

Address: _____

Telephone: _____

By: _____

Title: _____

This page intentionally left blank



INSURANCE COVERAGE QUESTIONNAIRE

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE.

For: _____
(Name of Insured)

Project Title: Centennial Trail Improvements (P02.339)

Project Owner: City of Arlington

Are the following coverages and/or conditions in effect?

	Yes	No
The Policy form is ISO Commercial General Liability form GC – 2010. If No, attach a copy of the policy with required coverages clearly identified	<input type="checkbox"/>	<input type="checkbox"/>
The Owner, its officials, officers, employees, consultants, and volunteers are additional insureds as respects (a) activities performed for the Owner by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises, owned, leased, or used by the Named Insured.	<input type="checkbox"/>	<input type="checkbox"/>
Products Completed operation coverage	<input type="checkbox"/>	<input type="checkbox"/>
Cross Liability clause (or equivalent wording)	<input type="checkbox"/>	<input type="checkbox"/>
Personal Injury Liability Coverage (with employee exclusion deleted)	<input type="checkbox"/>	<input type="checkbox"/>
Broad Form Damage with X, C U Hazards included	<input type="checkbox"/>	<input type="checkbox"/>
Blanket Contractual Liability coverage applying to this contract or Contractual Liability Coverage applying to this contract	<input type="checkbox"/>	<input type="checkbox"/>
Employers Liability - Stop Gap	<input type="checkbox"/>	<input type="checkbox"/>
45 calendar days written notice of cancellation to the Owner	<input type="checkbox"/>	<input type="checkbox"/>

Deductibles
or SIRS: GL _____ AL _____ Excess _____

Insurer's 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

This page intentionally left blank



RETAINAGE INVESTMENT OPTION

In accordance with **RCW 60.28.010** the contractor has the option to designate how retained funds are invested. Select one of the following options by checking the appropriate box and filling in the required information.

Savings Account: Please place the retained funds in an interest-bearing savings account. Any interest earned will be paid to the firm indicated below. The retained funds shall be deposited with:

Bank Name: _____

Branch: _____

Account
Number: _____

Escrow/Investment: Please deliver the retained funds to the bank listed below. The funds are to be placed in escrow or invested in accordance with the attached Escrow Agreement. Any interest earned will be paid to the firm indicated below.

Bank Name: _____

Branch: _____

Account
Number: _____

Guarantee Deposit: Please deposit the retained funds in a manner selected by the Owner. Any interest earned shall be kept by the Owner.

Release of retained funds shall be made in accordance with General Requirements, Section 1-09.9(1).

BY:

Firm
Name: _____

Signature: _____

Printed
Name: _____

Date: _____

This page intentionally left blank