

APPENDIX G
Contract, Contract Bond,
And
Prevailing Wage Scale Acknowledgement

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, between the county of SKAGIT under and by virtue of Title 36 RCW, as amended and

Name of Contractor
Street Address
City, WA ZIP CODE

hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall provide and bear the expense of all labor, tools, materials, equipment, transportation, supplies, and incidentals, except those items specifically agreed herein to be furnished by the County, to accomplish the work under this Agreement, which consists of rebuilding approximately 6800 feet of Helmick Road between SR 20 and Nuwaha-Ah Lane (entry to the Upper Skagit Indian Tribal lands), installation of a 150 foot concrete bridge, improvements at the intersection of SR 20 and Helmick Road, and wetland mitigation work, which includes creek channel improvements as detailed in the Bid Proposal. The work of this Agreement shall be accomplished in accordance with all Contract Documents, which consist of this Agreement and attached Bid Proposal; the Contract Provisions and Plans for the Helmick Road Project, ES95510-2, and the 2006 Standard Specifications for Road, Bridge and Municipal Construction; which are all incorporated by reference and made part of this Agreement. Contractor acknowledges by signing this Agreement that the Contractor has reviewed, and is in possession of copies of all the Contract Documents. Any inconsistency in the Contract Documents shall be resolved by giving precedence to the terms and conditions set forth in 1-04.2 AWP General Special Provision dated, October 1, 2005.

II. The County promises and agrees to retain the Contractor to provide all labor, tools, materials, equipment, transportation, supplies, and incidentals to perform the work described in this Agreement. The County agrees to pay for the work described in this Agreement in accordance with the terms and conditions contained herein and in the schedule of unit or itemized prices at the time, in the manner, and upon the conditions, provided for in this Agreement and the Contract Documents.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to Skagit County by reason of entering into this Agreement, except as provided herein. It is understood that this Agreement is solely for the benefit of the parties and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the COUNTY OF SKAGIT has caused this instrument to be executed by and in the name of the said COUNTY, the day and year first written.

EXECUTED by the CONTRACTOR _____, 2006

Company Name

By: _____

Contractor

EXECUTED by SKAGIT COUNTY _____, 2006

**BOARD OF SKAGIT COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

(SEAL)

KENNETH A. DAHLSTEDT, Chairman

TED W. ANDERSON, Commissioner

DON MUNKS, Commissioner

ATTEST:

JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

Presented by:

Chal A. Martin, P.E.
Director, County Engineer

Approved as to Indemnification:

Billie Kadrmas, Risk Manager

Approved as to Form Only:

Melinda Miller, Civil Deputy

Trisha Logue, CPA
Budget/Finance Administrator

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that Skagit County, a Municipal Corporation of Washington, has awarded _____ of _____, as Principal, and _____ as Surety, are jointly and severally held and bound unto the County of Skagit in the penal sum of _____ (\$ _____), dollars, for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 2006, the said Principal, herein, executed a certain contract with the County of Skagit by the items, conditions and provisions of which contract the said _____, Principal, herein agree to furnish all material and do certain work, to wit: That _____ will undertake and complete the construction of _____

HELMICK ROAD PROJECT, ES95510-2

according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

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 _____ (principal) undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 2006.

(Principal)

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

APPROVED AS TO FORM
PAUL REILLY
Skagit County Prosecuting Attorney

APPROVED AS TO FORM
BILLIE KADRMAS
Skagit County Risk Manager

BY: _____

Approving Authority

DATE: _____, 2006

SURETY BOND NUMBER

CONTRACT NUMBER

**Please Return Immediately
To Skagit County Public Works**

Mail or fax to: Skagit County Public Works
1800 Continental Place
Mount Vernon, WA 98273
360-336-9400
360-419-3368 (fax)

We, _____ the undersigned vendor acknowledge receipt of the
Washington State Prevailing Wage scales for the Public Works Contract covering

Dated: _____

Signed by: _____
(Name & Title)

Attention Sole Proprietors, Partners & Officer/Owners

- Sole owners of their own businesses who perform the actual work themselves are not required to pay themselves the prevailing wage rates.
- Partners in a partnership who own at least 30% of a company are likewise not required to pay themselves prevailing wage rates.
- The President, Vice President, and Treasurer of a corporation are not required to pay themselves prevailing wage, as long as each owns at least 30% of the corporations.

These companies are not exempt from the remaining requirements of the statute, including the filing of Intent and Affidavit forms, Any worker who owns less than 30% of the company is not exempt and must be paid the prevailing wage rate.
WAC 296-127-026.

Please note – Your contract will not be approved until receipt of this form. Thank you.