

CONTRACT BOND (PERFORMANCE AND PAYMENT BOND)

Snohomish County Weatherization

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____, as Principal _____, and _____, organized & existing under and by virtue of the laws of the State of _____ and legally doing business in the State of Washington, as Surety, are held and firmly bound and obligated unto The County of Snohomish, of the State of Washington, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THIS BOND is executed in pursuance of RCW 39.08.010 through 39.08.080. inclusive, and is subject to all the provisions thereof and of the Code of The County of Snohomish in so far as the same is not in conflict with the laws of the State of Washington and is entered into with said County for the use and benefit of said County, and also for the use and benefit of all laborers, mechanic subcontractors, materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the contract entered into on the _____ day of _____, 20____, between the above named, undersigned, and bound principal _____, _____, and The County of Snohomish Human Services Department (HSD), for weatherization and repair services of the Weatherization and Repair Program (Weatherization and Repair Contract # _____).

AND THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That, if the above named Principal _____, shall faithfully perform said contract according to its terms, provisions, and stipulations, which contract by this reference is made a part hereof 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 carrying on of such work, and pay all just debts, dues and demands incurred in the performance of such work, and comply with all the requirements of the laws of the State of Washington and the Charter and ordinances of the County of Snohomish and amendments thereto not in conflict with the laws of this State; and shall further indemnify and save harmless the County for any defect or defects in any of the workmanship or materials entering into any part of the work as defined in the contract which shall develop or be discovered within the time set forth therein after the final acceptance of such work; provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to any, such contractor or subcontractor, or other person, in the performance of such work, then this obligation to be void; otherwise it shall remain in full force and effect.

IT IS FURTHER DECLARED AND DECREED that nothing, of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by the County except that any single or cumulative change orders amounting to more than 25 % of the Maximum Contract Amount should require the consent of the Surety. The Surety agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

Signed and sealed this _____ day, of _____, 20_____.

Name of Surety
By: _____
Attorney-in Fact

Print Name

Address of Attorney-in-Fact/Telephone

Name of Principal
By: _____
Signature

Print Name and Title

STATE OF WASHINGTON
) Ss.
COUNTY OF _____

On this day, personally appeared before me _____, to me known to be the individual to be described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

SIGNED AND SWORN to (or affirmed) before me on _____
by _____

STATE OF WASHINGTON
) Ss.
COUNTY OF _____

On this day, personally appeared before me _____, to me known to be the individual to be described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

SIGNED AND SWORN to (or affirmed) before me on _____
by _____