

# CONTRACT

**Contract; MCD #2026-03**

THIS AGREEMENT made and entered into in triplicate by and between the Mason Conservation District, hereinafter called the "District", and

\_\_\_\_\_ herein after 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 do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans and specifications and the General Specifications of the Mason Conservation District, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this contract and every part thereof.

**Project: Gosnell Creek LWD and Fish Passage Project – Phase 2**

**Contract Total: \$** \_\_\_\_\_

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 this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the Mason Conservation District.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the General Provisions, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and 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 the District by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Proposal, and the District agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Advertisement, Information for Bidders, Instructions to Bidders, Specifications, Plans, and Proposal.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MASON CONSERVATION DISTRICT:**

**PRINCIPAL:**

By: \_\_\_\_\_  
*Chair, Board of Supervisors*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

**PERFORMANCE BOND TO THE MASON CONSERVATION DISTRICT**

Resolution No.  
Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_  
as principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of  
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the MASON  
CONSERVATION DISTRICT

in the penal sum of \$ \_\_\_\_\_, for the payment of  
which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,  
as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the  
County of Mason.

Dated at Shelton, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mason Conservation District or is about to enter with the above bounden principal, a  
certain contract, providing for

Specification No.: \_\_\_\_\_

Specification Title: **Gosnell Creek LWD and Fish Passage Project – Phase 2**

Contract No: **MCD #2026-03**

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to  
perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said \_\_\_\_\_  
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or  
within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,  
subcontractors and materialmen, and all persons who shall supply said principal or subcontractors with provisions  
and supplies for the carrying on of said work, and shall indemnify and hold the Mason Conservation District  
harmless from any damage or expense by reason of failure of performance as specified in said contract or from  
defects appearing or developing in the material or workmanship provided or performed under said contract after  
its acceptance thereof by the Mason Conservation District, then and in that event this obligation shall be void; but  
otherwise it shall be and remain in full force and effect.

Approved: \_\_\_\_\_

Principal: \_\_\_\_\_

\_\_\_\_\_  
*Chairman, Mason Conservation Board of Supervisors*

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

\_\_\_\_\_  
*Executive Director, Mason Conservation District*

Surety: \_\_\_\_\_

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

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

## GENERAL RELEASE TO THE MASON CONSERVATION DISTRICT

The undersigned, named as the contractor in a certain agreement between (CONTRACTOR) and the Mason Conservation District, dated \_\_\_\_\_ 20\_\_\_\_, hereby releases the Mason Conservation District, its elected officials, employees, and agents from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the Mason Conservation District under said contract, to-wit: the sum of \_\_\_\_\_.

Signed at \_\_\_\_\_, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

**\*NOTE: ORIGINAL RELEASE WILL BE  
MAILED TO THE CONTRACTOR  
AT THE END OF THIS PROJECT**