Surety to have an **A.M. Best** rating of A:VII or better.

Bond No.

KNOW ALL PERSONS BY THESE PRESENTS, that, (Contractor), as Principal, and (insert name of surety), as Surety, a corporation duly organized under the laws of the State of (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto Spokane County Library District (District) for the use and benefit of claimants as hereinafter defined, in the sum of Dollars ( }, lawful money of the United States of America, plus the total amount of any extra orders issued by the District, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with Spokane County Library District for **PROJECT NAME: ARGONNE HVAC SYSTEMS REPLACEMENT**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

1. The Principal and Surety hereby jointly and severally agree with the District that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The District shall not be liable for the payment of any costs or expenses of any such suit or action.
2. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the District's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the District.

Signed this day of , 20 .

Principal: Surety:

By: By:

Title: Title:

Address: Address:

City/ST/Zip: City/ST/Zip:

Tele: Tele:

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney in fact to make, execute, seal and deliver this performance bond.