

**SMALL WORKS/CONSTRUCTION PROJECTS OVER \$35,000.00 EXCLUDING TAX
PERFORMANCE AND PAYMENT BOND**

TO WHOM IT MAY CONCERN:

That we, _____ as Principal,

and _____

a corporation organized and existing under and by virtue of the laws of the State of _____
as Surety, are held and firmly bound unto the SEATTLE SCHOOL DISTRICT NO. 1 ("District") as Obligee, in the sum of

_____ DOLLARS

plus Washington State sales tax at 10.35 percent (applicable sales tax amount of \$ _____) for the total
sum of _____ DOLLARS (\$ _____)
which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal entered into Contract/SWR No. _____ dated _____

for the **(write SWR # and project name here)** _____
project which Contract is by reference made part hereof and is hereafter referred to as the Contract.

This Bond is executed pursuant to Chapter 39.08 RCW provided, that the Surety and Principal agree that with respect to the notice required by RCW 39.08.030, subcontractors and suppliers of the Principal shall not be required to give the notice in order to be paid for sums which otherwise become due and owing during the course of performance of the Contract but, such subcontractors and suppliers shall be required to give the notice by the deadline provided in the statute in order to have any claim against this bond after the deadline or to file suit under RCW 39.08.065, and after the deadline in RCW 39.08.030 all claims for which notice has not been given thereunder such be barred.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract and any and all duly authorized amendments, changes, modifications, alterations, additions and extensions thereto (together, "Amendments") of said Contract and pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply said Principal or said subcontractor with provisions and supplies for the carrying on of such work during the original term of said Contract and any extension thereof that may be granted by the District, with or without notice to the Surety, and during the life of any guaranty required under the Contract and shall well and truly perform and fulfill the undertakings, covenants, terms, conditions and agreements of the Contract and any and all duly authorized modifications of said Contract and pay all laborers, mechanics, subcontractors, materialmen and all persons who supply said Principal or said subcontractors with provisions and supplies for the carrying on of such Amendments which may hereafter be made, notice of which Amendments to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and effect.

Dated this _____ day of _____, 20____

Approved: _____
Principal

Secretary

Approved: _____
Surety

By _____
(Attach Power of Attorney)

Contact Person: _____ Phone No.: _____

Address: _____