**Kitsap 911 Microwave Radio System RFP**

**Payment Bond Form**

Kitsap 911

911 Carver Street

Bremerton, WA 98312

Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that, , Contractor, as Principal, and as surety whose address is hereby acknowledged and recognize ourselves held and firmly bound to Kitsap 911 as Obligee, in the sum of

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*Amount Written Out Above*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Amount in Numbers*

lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract dated the day of , 202\_\_ between the Principal and Kitsap 911 for Microwave System a copy of which is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, If the Principal shall in all respects comply with the terms and conditions of said Contract and obligations thereunder including the Contract Documents and such alterations as may be approved, indemnify and save harmless said Owner against and from all costs, expenses, damages, injury or conduct, resulting from Contractor’s statutory requirement to promptly make payments to all persons supplying him, them or it, labor, material, and supplies used directly or indirectly by said Contractor, subcontractor or sub-subcontractors.

And said Principal and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect said Owner against, and they will pay any and all amounts, damages, costs, attorney's fees and judgments including appellant proceedings which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the failure to comply with this Payment Bond or related statutory provisions.

And said Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor, material or supplies furnished for the Work or other failure to conform to requirements of this Payment Bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to terms of the Contract or to Work to be performed thereunder or the Specifications accompanying same, shall in any way affect its obligations on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract to do the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this day of

 , 202\_\_.

In presence of:

Name of Contractor

Signature

Title

ATTEST:

Surety

Signature, Attorney in Fact

WITNESS: COUNTERSIGNED: