

Exhibit M
Performance Bond Form

Kitsap 911
911 Carver Street
Bremerton, WA 98312

Contract Number _____

KNOW ALL PERSONS 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

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 P25 Radio 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, shall indemnify and save harmless said Owner against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent and copyright infringements on the part of said Principal agents or employees in the execution or performance of the Contract, including errors in plans furnished by the Principal, this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which said Principal would be entitled on the completion of the Contract, and that which the Owner may be obliged to pay for the completion of said Work by contract or otherwise, and any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work, or on account of failure of said Contractor to properly and in all things, keep and execute all the provisions of the Contract.

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 performance of said Work, or the manner of doing the same or neglect of said Principal or his agents or servants or the improper performance of said Work by the Principal or his agents or

Request for Proposals
P25 Radio System

servants, or infringements of patents and/or copyrights by reason of use of any material furnished or work done, as aforesaid, or otherwise. 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.

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:
