APPENDIX F-SAMPLE PERFORMACE BOND

[COMPANY LOGO GOES HERE]

[NAME OF BOND GOES HERE]

Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
Name of INSURANCE COMPANY OF AMERICA
HOME OFFICE: name of location

SAMPLE

Bond

KNOW ALL BY THESE PRESENTS, That we, [NAME OF PURCHASER]

(called Principal), as Principal, and [NAME OF INSURANCE COMPANY]

a _____ corporation of Washington (called Surety), as Surety, are held and

firmly bound unto the State of Washington (called Obligee) in the sum of ---------- Dollars ( ) for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Contract dated, _____ , with Obligee for CONTRACT No. _____, dated _____, 20___, for the Spokane Regional Transportation Management Center (SRTMC) Advanced Transportation Management System (ATMS) Replacement between the Washington State Department of Transportation, and _____, a copy of which Contract is hereto annexed and made a part of hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform the requirements of such Contract for installation and support of a new SRTMC ATMS and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this _____ day of _____ , _____ .

NAME OF PURCHASER

By_____
Principal

NAME OF INSURANCE COMPANY

By_____
Attorney-in-Fact

Revision Date

Registered trademark of Surety Corporation