

PAYMENT BOND

(Labor and Material Bond) for over \$25,000 contracts

KNOW ALL MEN BY THESE PRESENTS: That

*WHEREAS, the _____ District
by resolution passed _____ 20____, has
awarded to _____,
designated as the "Contractor", a contract for the work described as follows:*

*WHEREAS, said contractor is required by Division 3, Part IV, Title XV, Chapter
7, (commencing at Section 3247) of the California Civil Code to furnish a bond in
connection with said contract;*

*NOW THEREFORE, we, the undersigned contractor and _____
_____ as surety are held and firmly bound unto the
_____ District in the sum of
_____ Dollars (\$_____), for*

*which payment well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.*

*THE CONDITION OF THIS OBLIGATION IS SUCH that if said contractor, his
or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail
to pay any of the persons named in Civil Code Section 3181, or amounts due under the
Unemployment Insurance Code with respect to work or labor performed by any such
claimant, or for any amounts required to be deducted, withheld, and paid over to the
Franchise Tax board from the wages of employees of the contractor and his
subcontractors, with respect to such work and labor, then the surety or sureties herein*

will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. **In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.**

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the contractor and surety above named, on the _____ day of _____, 20____.

Surety

Contractor

By _____
Attorney-in-fact
