

PAYMENT BOND

BOND NO. _____

PREMIUM _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the _____, hereinafter designated as the "Obligee", has on _____, awarded to hereinafter designated as the "Principal," a contract for the construction of Contract No. _____; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and _____

_____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____ (\$) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of its subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth.

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This bond is issued pursuant to Civil Code Sections 3247 through 3252 of the State of California and shall insure to the benefit of any and all persons, companies, and corporation names in Section 3181 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 or the specifications accompanying the same shall, in any way, 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. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____ 2001, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____
Signature for Principal

Title of Signatory

(SEAL)

By _____
Signature for Surety

Title of Signatory

(The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-in-Fact.)