

Sample Payment Bond (5000)
(May 1988)

PAYMENT BOND TO ACCOMPANY CONTRACT

Know All Men By These Presents,

THAT WHEREAS, The State of California, acting by and through the _____

(Insert name of the Department awarding the contract)

has awarded to _____

hereinafter designated as the "Contractor," a contract for the work described as follows:

AND WHEREAS, Said Contractor is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, Section 3247 et seq., Civil Code, to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of _____

dollars (\$ _____),* said sum being not less than one-half of the estimated amount payable by the said State of California under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and 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 for any materials, provisions, provender or other supplies or teams, implements or machinery, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said code, the surety or sureties hereon 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 or sureties will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them 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 or the specifications accompanying the same shall in any wise 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.

* INSTRUCTION: Omit in case of principal sum exceeding \$5,000,000.00.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this _____ day of _____, A.D. 19_____.

_____(SEAL)

_____(SEAL)

_____(SEAL)

Contractor

_____(SEAL)

(SEAL)

_____(SEAL)

Surety

(See Table of Contents)