

**PAYMENT BOND  
(LABOR AND MATERIAL BOND)**

*(To be completed and submitted after project award)*

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas, Monterey County, State of California, by Resolution No. \_\_\_\_\_ (N.C.S.) passed \_\_\_\_\_, 20\_\_\_\_, has been awarded to \_\_\_\_\_ hereinafter designated as "Principal," a Contract for

**Sign Shop and Facilities Building Roof Replacement**

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, provided that if said Principal or any of his/her or its Subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance for the work Contracted to be done for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract:

Now, therefore, We, the Principal and \_\_\_\_\_ as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States, being not less than **100%** of the estimated Contract cost of the work, 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 his/her heirs, executors, administrators, successors, or assigns shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies, or other supplies, teams, appliances, or power used in, upon, for, or about the performance of the work contracted to be executed or performed, or any person, company, or corporation renting or hiring teams, implements, or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the Provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code so as to give a right to 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, to the work to be performed thereunder, or the Specifications accompanying the same shall in anyway affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bond parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

By: \_\_\_\_\_  
*(Signature in blue ink)*

By: \_\_\_\_\_  
*(Signature in blue ink)*

Surety Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**(Attach Notary Acknowledgment)**

By: \_\_\_\_\_  
*(Signature in blue ink)*

By: \_\_\_\_\_  
*(Signature in blue ink)*