

## 12-PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT, (referred to as "Owner"), has awarded to \_\_\_\_\_ (referred to as the "Contractor/ Principal") a contract for the work described as follows: WAYSIDE E.S. (5) TEMPORARY CLASSROOMS - ELECTRICAL, FIRE ALARM & COMMUNICATIONS PROJECT #22220.TR-43, Bid Package # \_\_\_\_\_.

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum 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 the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies 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 Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name & address of agent or representative in California, if different than above \_\_\_\_\_  
\_\_\_\_\_

Telephone # of Surety, or agent or representative in California \_\_\_\_\_

IN WITNESS WHEREOF, we have hereto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**[SEAL]**

Contractor/Principal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Print Title Above

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Above

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Print Title Above

***[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]***