

**LABOR AND MATERIAL PAYMENT BOND**  
**(Note: Contractor must use this form, NOT a surety company form.)**  
**Civil Code § 9554**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as  
Surety, are held and firmly bound unto **BEACH CITIES HEALTH DISTRICT** hereinafter "the Obligee",  
in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money  
of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Obligee, by resolution of its Board of Directors has awarded to the Principal a  
Contract for the Work described as allcove Beach Cities ("**Project**").

**WHEREAS**, the Principal, has entered into an Agreement with the Obligee for performance of  
the Work; the Agreement and all of its terms and conditions are incorporated herein by this reference  
and made a part hereof.

**WHEREAS**, by the terms of the Contract Documents, the Principal is required to furnish a bond  
for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials  
or services used, or reasonably required for use, in the performance of the Work.

**NOW THEREFORE**, if the Principal shall promptly, fully and faithfully make payment to any  
Claimant for all labor, materials or services used or reasonably required for use in the performance of  
the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other  
entity including without limitation, all persons and entities described in California Civil Code section  
9100, providing or furnishing labor, materials or services used or reasonably required for use in the  
performance of the Work under the Contract Documents, without regard for whether such labor,  
materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants  
so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant  
for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the  
same and reasonable attorneys' fees pursuant to California Civil Code section 9564.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work  
to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract  
Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety  
hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion,  
addition or other modification to the Contract Documents, the Work to be performed under the Contract  
Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agent or representative.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**