

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond ("**Bond**") is dated [**CONTRACT DATE**], is in the penal sum of [**\$ THE CONTRACT PRICE**], and is entered into by and between the parties listed below to ensure the payment of claimants under the Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to [**NAME OF DESIGN-BUILD ENTITY**] ("**Design-Build Entity**"), [**NAME OF SURETY**] ("**Surety**"), SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT ("**District**") or other party shall be considered plural where applicable.

DESIGN-BUILD ENTITY:

SURETY:

Name

Name

Address

Principal Place of Business

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT

Name

3401 CSM Drive
San Mateo, CA 94402

[_____] **PROJECT**

CONTRACT NO. _____
At San Mateo, California

DATED _____, 200[] in
the amount of \$ [_____]

DESIGN-BUILD ENTITY AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

BOND TERMS AND CONDITIONS

1. The Design-Build Entity and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to District, this obligation shall be null and void if the Design-Build Entity:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless District from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided District has promptly notified the Design-Build Entity and the Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Design-Build Entity and the Surety, and provided there is no District Default.
3. With respect to Claimants, this obligation shall be null and void if the Design-Build Entity promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Design-Build Entity or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Design-Build Entity or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., the Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety under this Bond.
6. Amounts due the Design-Build Entity under the Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Design-Build Entity and the Surety under this Bond.
7. District shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. Notice to the Surety, District or the Design-Build Entity shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, District or the Design-Build Entity, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Design-Build Entity shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
 - 13.1.1 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Design-Build Entity as required by the Contract, provided that failure is the cause of the failure of Design-Build Entity to pay the Claimants and is sufficient to justify termination of the Contract.
 - 13.1.2 Claimant: An individual or entity having a direct contract with this Design-Build Entity or with a subcontractor of the Design-Build Entity to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Design-Build Entity and the Design-Build Entity's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.1.3 Contract: The agreement between District and the Design-Build Entity identified on the signature page, including all Contract Documents and changes thereto.

END OF DOCUMENT