

SECTION 00 61 16 - PAYMENT BOND FORM

AGO Form 214 5 AUG 82 (MOD 29 JUL 87) Page 1 of 2	PAYMENT BOND (See Instructions Attached)	Date bond executed
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("X" Out) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation State of Incorporation _____ _____
SURETY (IES) (Name and Business Address)		
Penal Sum of Bond (Express in words & figures)		
Contract No.:	Contract Date:	
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the Armory Commission of Alabama in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: <i>Provided</i>, That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:</p> <p>NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor, equipment or supplies, and material in the prosecution of the work provided for in said contract and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void and of no effect; otherwise to remain and be in full force and effect.</p> <p>PROVIDED, further, in the event that the said Principal, as such Contractor, shall fail to make prompt payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in such Contract, the above bound Surety(ies) shall be liable for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Chapter 1, Title 39, Code of Alabama 1975.</p> <p>PROVIDED, further, that said Principal and Surety hereby agree and bind themselves to the mode of service described in Chapter 1, Title 39, Code of Alabama 1975, and consent that such service shall be the same as personal service on said Principal or Surety.</p>		

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1. _____ (Seal)	2. _____ (Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	_____	_____	

CORPORATE SURETY(IES)

	Name & Address (Typed)	State of Inc.	Liability Limit	
Surety A	Signature(s)	1. _____	2. _____	Corporate Seal
	Name(s) & Title(s) (Typed)	1. _____	2. _____	
	Name & Address (Typed)	_____	State of Inc. _____ Liability Limit _____	
Surety B	Signature(s)	1. _____	2. _____	Corporate Seal
	Name(s) & Title(s) (Typed)	1. _____	2. _____	
	Name & Address (Typed)	_____	State of Inc. _____ Liability Limit _____	

Bond Premium	Rate Per Thousand _____	Total _____
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INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required under the act of Aug 24, 1935, 49 Stat. 793, as amended (40 U.S.C. 270a-270e). There shall be no deviation from this form without approval by the Armory Commission of Alabama.
2. The full legal name and business address of the Principal shall be inserted on the space designated "Principal" on this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. Corporations executing the bond as sureties must be licensed to do business in the State of Alabama. Where more than a single corporate surety is involved, their names and addresses (city and state) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space of the Sureties shall be inserted. Evidence of authority must be attached.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal".
5. The name of each person signing this payment bond should be typed in the space provided.

END OF SECTION