



## PAYMENT BOND (100%)

This Surety Bond instrument is hereby executed to guarantee payment of a proposed contract between the herein named Principal and the State, dated \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof, herein called "Contract," for the construction of

Project Title and Location \_\_\_\_\_

Project Number \_\_\_\_\_ Contract For Work \_\_\_\_\_

**KNOW ALL PEOPLE BY THESE PRESENTS** That

\_\_\_\_\_  
Name of Contractor

as contractor, herein called "Principal", and

\_\_\_\_\_  
Name of Surety

of

\_\_\_\_\_  
City and State

as Surety, "Surety", are held firmly bound to the State of Wisconsin, for the Department of Administration, Division of Facilities Development herein called "the Owner", in the amount of \$\_\_\_\_\_ for the payment of all claims, costs, charges and other amounts arising in connection with, or related to, the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that if the said bounded Principal shall promptly make payment pursuant to Section 779.14 of the Wisconsin Statutes to all persons who supply labor and material to said project in the prosecution of the work arising in connection with, or related to, the Contract, and shall pay all other just debts, dues and demands incurred in the performance of the Contract, and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered as the result of Principal's failure to pay any amounts in connection with, or related to, the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**FURTHER**, labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, include, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment compensation.

**FURTHER**, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**FURTHER**, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal's or Surety's obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

**PROVIDED, FURTHER**, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FOR THE PRINCIPAL

By \_\_\_\_\_  
Corporate Secretary Signature

(Seal)

\_\_\_\_\_  
President, Partner or Individual Signature

Witnessed by \_\_\_\_\_

Witnessed by \_\_\_\_\_

Two witnesses must attest above signatures.

FOR THE SURETY

By \_\_\_\_\_  
\*Corporate Secretary Signature

(Seal)

\_\_\_\_\_  
Attorney in Fact or Authorized Officer

\_\_\_\_\_  
Street or PO Box

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify that \_\_\_\_\_

\_\_\_\_\_, Attorney-in-Fact or authorized officer of \_\_\_\_\_  
Name of Surety

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument for and on behalf of \_\_\_\_\_, for the uses and purposes therein set forth.  
Name of Surety

Given under my hand and notarial seal at \_\_\_\_\_, \_\_\_\_\_, in said county,  
City State

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, A.D.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This Payment Bond is

APPROVED

\_\_\_\_\_  
Administrator, Division of Facilities Development

\* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.