STATE OF DELAWARE
PAYMENT BOND

Bond Number: ___________________

KNOW ALL PERSONS BY THESE PRESENTS, that we, ____________________, as principal
(“Principal”), and ____________________, a ____________________ corporation, legally
authorized to do business in the State of Delaware, as surety (“Surety”), are held and firmly bound
unto the ______________________________________________ (“Owner”) (insert State agency
name), in the amount of _________________ ($___________), to be paid to Owner, for which
payment well and truly to be made, we do bind ourselves, our and each and every of our heirs,
executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly
by these presents.

Sealed with our seals and dated this _____________ day of____________, 20__. 

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been
awarded by Owner that certain contract known as Contract No. ____________dated the _______
day of _____________, 20__ (the “Contract”), which Contract is incorporated herein by reference,
shall well and truly pay all and every person furnishing materials or performing labor or service in
and about the performance of the work under the Contract, all and every sums of money due him,
her, them or any of them, for all such materials, labor and service for which Principal is liable,
shall make good and reimburse Owner sufficient funds to pay such costs in the completion of the
Contract as Owner may sustain by reason of any failure or default on the part of Principal, and
shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of
or by reason of the performance of the Contract and for as long as provided by the Contract; then
this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that
the obligation of Surety and its bond shall be in no way impaired or affected by any extension of
time, modification, omission, addition or change in or to the Contract or the work to be performed
thereunder, or by any payment thereunder before the time required therein, or by any waiver of any
provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be
performed or any monies due or to become due thereunder; and Surety hereby waives notice of any
and all such extensions, modifications, omissions, additions, changes, payments, waivers, things
done and omitted to be done by and in relation to assignees, subcontractors, and other transferees
shall have the same effect as to Surety as though done or omitted to be done by or in relation to
Principal.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms
of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.
Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: ______________________________________

Witness or Attest: Address: ____________________________

________________________________         By: __________________________(SEAL)

Name:  
Name:
Title:

(Corporate Seal)

SURETY

Name: ______________________________________

Witness or Attest: Address: ____________________________

________________________________         By: __________________________(SEAL)

Name:  
Name:
Title:

(Corporate Seal)