SECTION IIC - LABOR AND MATERIALS PAYMENT BOND

SAMPLE
LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that (insert full name and address or legal title of Contractor) ; as Principal, hereinafter called Contractor, and (insert full name and address or legal title of Surety), a corporation duly organized under the laws of the State of _____, and authorized to do business in the state of Louisiana, as Surety, hereinafter called Surety, are held and firmly bound unto **ST. TAMMANY PARISH SCHOOL BOARD, 321 N. Theard, Covington, Louisiana 70433**, as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____,_____, entered into a Contract with Owner for **Abney Elementary School, Classroom Wing and Gymnasium Reroofing**, in accordance with the Drawings and Specifications prepared by **Dammon Engineering, Inc., 554 Old Spanish Tr. Slidell, LA 70458; (985) 649-5832**, which Contract and Contract Documents referred to therein are and by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION of this obligation is such that, if the said Contractor shall well and faithfully and shall promptly pay all claimants as provided by law in LA R.S. 38:2242 and pay all wages of laborers, workmen, or mechanics, to be employed by Contractor for all work done or labor performed, or who may be employed by any sub-contractor; and shall promptly pay all furnishers of material supplied to Contractor, or by or to sub-contractors, and used in the construction, erection, alteration, installation, or repair called for by the aforesaid Contract; and shall promptly pay for all materials or supplies furnished to said Contractor, or by or to any sub-contractor, for use in machines used by the Contractor, or any sub-contractor, in the construction, erection, alteration, installation, or repair of the work specified in the aforesaid Contract; and shall fully secure and protect the ST. TAMMANY PARISH SCHOOL BOARD, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, incurred by the Owner, including all costs of court and all attorney's fees made necessary or arising from the failure, refusal or neglect of the Contractor to comply with the obligations assumed by Contractor; and, likewise, shall deliver all such work to the said ST. TAMMANY PARISH SCHOOL BOARD free from all claims, liens and expenses, then this bond shall become null and void, otherwise, it shall remain in full force and effect.

Contractor and Surety do, by act of signing this Bond, consent and yield to the exclusive venue and jurisdiction of the Twenty-Second District Court for the Parish of St. Tammany, State of Louisiana and do formally waive fully and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court. Contractor and Surety waive any claim of lack of jurisdiction on account of their residence elsewhere, in the event of a law suit under the Contract or this Bond.

This is a statutory bond furnished pursuant to the provisions of Louisiana Revised Statute 38:2241 *et seq.* as amended or revised.

Signed and Sealed this _____ day of _____, _____.

(SEAL)	**(SEAL)**
PRINCIPAL (CONTRACTOR)	**SURETY**

12/10/15