

Bond Number: _____
Annual Premium: _____

ENGINEERING, PROCUREMENT, CONSTRUCTION SURETY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal, and _____, a corporation duly organized and existing under and by virtue of the laws of the State _____ and authorized to transact a surety business in the State of _____ (“Surety”), are held and firmly bound unto _____, hereinafter called the Obligee, in the penal sum of _____ (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Engineering, Procurement, Construction Agreement with the Obligee dated _____ (the “Contract”), for the following project:

Instructions: Enter the full name and description of the project

which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above named Principal, its successors or assigns, does and shall well and truly observe, perform, fulfill and keep its obligations as set forth in the Contract, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however, to the following express conditions:

Instructions: enter any conditions that apply.

FIRST: That in the event of a default on the part of the Principal, its successors or assigns, a written statement of such default with full details thereof shall be given to Surety concurrently with, or promptly following, delivery of any written notice of default delivered to Principal, such notice to be delivered by registered mail to Surety at

Instructions: enter surety address.

SECOND: Surety’s obligation on this bond will continue whether or not Obligee exercises or has exercised any option it may have to terminate the Contract due to a default by Principal thereunder.

THIRD: Surety agrees that no change in, addition to, or other modification of the terms of the Contract or any extensions of time for the payment of any sums due thereunder, or any forbearance on the part of either Principal or Obligee to the other, will in any way affect its obligation on this bond, and Surety does hereby waive notice of such forbearances, extensions, changes, additions, or other modifications to the Contract.

FOURTH: This bond shall be automatically extended without amendment for one year from the effective date hereof, or any future expiration date, unless at least 60 days prior to any Expiration Date the Surety notifies Obligee in writing by registered mail that the Surety elects not to renew this bond for any such additional period.

FIFTH: That this bond may be cancelled by Surety by 30 days prior notice in writing from Surety to Principal and to Oblige. Any notice of cancellation must be delivered to Oblige by registered or certified mail, addressed to:

Instructions: enter obligee address.

Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. It is understood and agreed that the Oblige may recover the full amount of the bond (less any previous amounts paid to Oblige under the bond) if Surety cancels or nonrenews the bond and, within thirty (30) days prior to the effective date of cancellation or nonrenewal, Oblige has not received collateral acceptable to it to replace the bond.

SIXTH: This bond is automatically exonerated when evidence of construction financing adequate to cover remaining obligation is provided to obligee.

SEVENTH: That no right of action shall accrue under this bond to or for the use of any person other than the Oblige, its successors and assigns.

EIGHTH: The liability of the Surety shall be limited to the amount set forth and is not cumulative.

NINTH: Should suit be brought to recover on this bond or to enforce any of Principal's obligations to Oblige, then Principal and Surety jointly and severally agree to pay to Oblige, or its successor in interest, if any, all reasonable attorneys' fees, court costs, expert witness fees and other litigation-related costs incurred by Oblige in connection with that suit, as determined by the court, in addition to any other sums recovered by Oblige.

TENTH: Principal and Surety each acknowledge and agree that Oblige may make multiple claims under this bond provided that the aggregate amount of such claims does not exceed the bond amount.

PROVIDED FURTHER, this bond shall be governed in accordance and construed in accordance with the laws of the State of _____ . This bond shall be binding on Surety and Principal and their respective successors, assigns, and legal representatives. If any provision of this bond is determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

Effective Date of Bond: _____

SEALED WITH OUR SEALS and dated this ____ day of _____ , _____ .

Principal

By:

Surety

By: Attorney-in-Fact