

**PAYMENT BOND**

**THE WHITING-TURNER CONTRACTING COMPANY  
300 EAST JOPPA ROAD  
TOWSON, MARYLAND 21286**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

(here insert the name, address and state of incorporation of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto THE WHITING-TURNER CONTRACTING COMPANY, 300 East Joppa Road, Towson, Maryland 21286 as Obligee, hereinafter called Obligee, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into Contract No \_\_\_\_\_ with Obligee for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_

which Contract is by reference made a part hereof, and is hereinafter referred as a Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall promptly make payments to all persons supplying labor, material, rental equipment, supplies, or services in the performance of the said Contract and any and all modifications of said Contract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Contract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor, material, rental equipment, supplies, or services in the performance of the said Contract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond, in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal  
(Seal)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title - type or print

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature Attorney-in-Fact