

BOND NO. _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, ("Contractor"), as Principal, and _____ ("Surety"), as Surety are held and firmly bound unto the Oakland County Water Resources Commissioner, County Agency for the County of Oakland or _____ Drain Drainage District (strike one) ("Owner"), in the sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents

WHEREAS, Contractor has entered into a certain contract with Owner, dated the _____ day of _____, 20_____, (hereinafter called the "Contract") for the construction of: _____ (the "Project") which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS, this Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of the Public Acts of 1963, MCLA 129.201 – 129.211, as amended.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above named Principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms and corporations, as the same may become due and payable, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then this obligation shall be void and the Surety and the Principal shall have no obligation under this Bond; otherwise the Bond shall remain in full force and effect.

This Bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter recorded or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Owner shall not operate to discharge or release the Surety thereon.

The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

Notice and Claims to the Surety, the Owner or the Principal shall be mailed or delivered to the address shown on the page on which their signature appears or as otherwise provided in the Contract. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

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05/27/2020

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this ____ day of _____, 20____.

Sealed with our seals and dated this ____ day of _____, 20____.

(Witness)

(Principal) (corporate seal)

(Print Name)

(Signature)

(Title)

(Print Name & Title)

(Address)

(Witness)

(Surety) (corporate seal)

(Print Name)

(Signature)

(Title)

(Print Name & Title)

(Address)

Attach Power of Attorney