



LABOR AND MATERIAL PAYMENT BOND

WSSC Permit/Contract Number: _____

Bond Number: _____

Date Bond Executed: _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That

_____ ,

(here insert the legal name of the Principal)

_____ ,

(here insert the address of the Principal)

As Principal, and

_____ ,

(here insert the legal name of the Surety)

_____ ,

(here insert the address of the Surety)

as Surety, hereinafter called "Surety", are held and firmly bound unto the WASHINGTON SUBURBAN SANITARY COMMISSION ("WSSC"), Laurel, Maryland, a public and governmental corporate agency of the State of Maryland, hereinafter called Obligee, for the use and benefit of claimants as herein below defined, in the amount of dollars _____ (\$ _____), being 100 percent of the contract price of the herein-mentioned contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement with the Obligee identified with WSSC Permit/Contract Number _____, which agreement and the work to be done thereunder and the agreement Documents shall be deemed a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, (including payment of prevailing wage rates when required by contract) then this obligation shall be void; otherwise it



shall remain in full force and effect, subject, however, to the following conditions;

1. A claimant is defined as one who has furnished labor or material in the prosecution of the work provided for in the above-referenced Contract and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the labor was done or performed by him or material furnished or supplied by him for which his claim is made. Labor, material, or both, used or reasonably required for use in the performance of the Contract, is construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, but the Principal or Surety, or the Surety in any event if the Principal does not pay, shall pay such costs or expense. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal, within ninety (90) days from the date such claimant did or performed the last of the work or labor, or furnish the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by Registered or Certified Mail, postage prepaid, in an envelope addressed to the Principal, at any place where it maintains and office, or conduct business, or if the Principal be an individual, to his residence.
 - b. After the expiration of one year after the date of completion and final acceptance by the Obligee of the work performed under the Contract; provided, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereby such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.



c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Contract work is (was) performed or where the Principal has its (his) principal place of business, but not elsewhere.

This bond is executed in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original thereof.

Signed and sealed this _____ day of _____, 20__.

Attest:

By: _____ (seal)
(Principal Signature)

By: _____
(Printed Name) (Title)

Attest:

_____ (seal)
(Surety Signature)

(Attorney-in-Fact)

*NOTE: Attach hereto Power of Attorney