

## CITY OF RICHMOND LABOR AND MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, the Contractor ("Principal") whose principal place of business is located at \_\_\_\_\_ and \_\_\_\_\_ ("Surety") whose address for delivery of 'Notices' is located at \_\_\_\_\_ are held and firmly bound unto the City of Richmond, Virginia, the Owner ("Obligee"), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has by written agreement dated \_\_\_\_\_ entered into Contract No. \_\_\_\_\_ with Obligee for \_\_\_\_\_ which contract (the "Contract") is by reference expressly made a part hereof;

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and the Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.
2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.
4. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any change orders.
6. The Surety represents to the Principal and to the Oblige that it is legally authorized to do business in the Commonwealth of Virginia.

**SIGNATURES AND SEALS ON FOLLOWING PAGE**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Contractor / Principal (SEAL)

\_\_\_\_\_  
Witness

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

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

Attorney-in-Fact

Typed Name: \_\_\_\_\_

#### AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF \_\_\_\_\_  
CITY of \_\_\_\_\_

I, the undersigned notary public, do certify that \_\_\_\_\_, whose name is signed to the foregoing labor and material payment bond in the sum of \$\_\_\_\_\_ and dated \_\_\_\_\_ and which names the City of Richmond, Virginia, as Obligee, personally appeared before me today in the above jurisdiction and made oath that such individual (i) is the attorney-in-fact of \_\_\_\_\_, a \_\_\_\_\_ corporation which is the Surety in the foregoing bond, (ii) is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above, and (iii) acknowledged, on behalf of the above Surety, the foregoing bond before me as the above Surety's act and deed. Such individual has further certified that such individual's Power of Attorney has not been revoked.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

My name (printed) is: \_\_\_\_\_.  
My Notary Registration No. is: \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

#### APPROVED:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date