KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ________________________ as Principal, and ________________________________ as Surety are hereby held and firmly bound unto the City of Marquette, Michigan, in the penal sum of $_______________________________ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this ______________ day of_____________, 20______.

The condition of the above obligation is that the Principal has submitted to the City of Marquette, Michigan, a certain bid attached hereto and made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,
(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contractor, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

___________________________________(L.S.)
Principal

____________________________________
Surety

SEAL        BY  ____________________________________
KNOW ALL MEN BY THESE PRESENTS:

_________________________________________________________________________________

(Name of Contractor)
_________________________________________________________________________________

(Address of Contractor)

a __________________________________________, hereinafter called “Principal”, and
(Corporation, Partnership, or Individual)

_________________________________________________________________________________

(Name of Surety)
_________________________________________________________________________________

(Address of Surety)

hereinafter called “Surety” are held and firmly bound unto the City of Marquette 300 W. Baraga
Avenue, Marquette, Michigan 49855 hereinafter called “City”; in the penal sum of
________________________________________________________ Dollars, ($_______________ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that the Principal entered into a certain contract with
the City, dated the ______ day of ________________, 20______, a copy of which is hereto
attached and made a part hereof for the construction of:

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extension thereof which may be granted by the City, with or
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the City from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the City all
outlay and expense which the City may incur in making good any default, then this obligation
shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work
to be performed thereunder or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the work or to the
specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge
the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _______ day of _________________ 20______.

ATTEST:

________________________________    _________________________________
(Principal) Secretary     Principal
(SEAL)

________________________________
Witness as to Principal
 _________________________________
(Address)

__________________________
(Surety)

ATTEST:

________________________________
(Surety) Secretary
(SEAL)

__________________________
Witness as to Surety
 _________________________________
(Address)

__________________________
Attorney-in-fact
 _________________________________
(Address)

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
KNOW ALL MEN BY THESE PRESENTS: that

__________________________________________, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

__________________________________________, (Name of Contractor)

__________________________________________, (Address of Contractor)

called Surety are held and firmly bound unto the City of Marquette, 300 W. Baraga Avenue, Marquette, Michigan 49855 called City; in the penal sum of _____________________________ Dollars, ($_________________________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that the Principal entered into a certain contract with the City, dated the ________________________________ day_______________, 20 ______, a copy of which is hereto attached and made a part hereof for the construction of:

_____________________________________________________________________________________

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the ________ day of _______________ 20 ___.

ATTEST:                                      _______________________________________
                                      Principal
                                      ______________________________
                                      (Principal) Secretary
                                      By ______________________________

                                      ______________________________
                                      Witness as to Principal
                                      (Address)

                                      ______________________________
                                      (Address)

                                      ______________________________
                                      ATTEST:                                      (Surety)
                                      ______________________________
                                      (Surety) Secretary
                                      (SEAL)

                                      ______________________________
                                      Witness as to Surety
                                      Attorney-in-fact

                                      ______________________________
                                      (Address)

                                      ______________________________
                                      (Address)

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
CITY OF MARQUETTE
4.04 CONSENT OF SURETY TO FINAL PAYMENT

Project Description:

Account Number:

City: City of Marquette

Contractor: ________________________________________________________________

For: _______________________________________________________________________

Date: _______________________________________________________________________

In accordance with the provisions of the Contract between the City and the Contractor as
indicated above, the (insert name and address of Surety Company).

, Surety Company,

on bond of (insert name and address of Contractor)

, Contractor

hereby approves of the final payment to the said Contractor, and agrees that final payment to
the Contractor of the final estimates shall not relieve the Surety Company of any of its
obligations to the CITY, as set forth in the said Surety Company's Bond.

WITNESS WHEREOF, the said Surety Company has hereunto set its hand this___________day
of ________________ , 20__.

ATTEST:

____________________________________
Surety Company

____________________________________
Address

(SEAL)

___________________________________
Authorized Officer or Agent
Project Description:

Account Number:

Project Number:

Project Address:

Contractor: _________________________________________________________________

Contract For: _________________________________________________________________

Contract Date: _________________________________________________________________

STATE OF )

) ss.

COUNTY OF )

The undersigned hereby certifies that pursuant to the General Conditions of the Contract, the releases or waivers of liens attached cover the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any real property of the City arising in any manner out of the performance of the above-named Contract.

The undersigned further certifies, except as listed below, that he has paid in full or has otherwise satisfied obligations for all materials and equipment provided, and for all work, labor or services performed and known claims for damages arising in any manner in connection with the performance of said Contract for which the City or his property might in any way be held responsible.

EXCEPTIONS: (if none, write none):
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens

2. Consent of Surety to Final Payment. Wherever Surety is involved, Consent of Surety is required.
   Indicate attachment: Yes ____  No ____

3. List of separate Releases or Waivers of Liens from all Subcontractors and materials and equipment suppliers.

4. Separate Releases or Waivers of Liens listed in Item 3 above (shall be required if any subcontractor or supplier has indicated problems with payments).

BY: ________________________________

TITLE: ______________________________

Subscribed and sworn to before me this___________ day of ________________, 20____.

________________________________________
Notary Public

My Commission Expires:

________________________________________