

BID BOND

**KNOW ALL MEN BY THESE PRESENTS:
THAT,**

_____ as Principal
and,

_____ as Surety

are held firmly bound unto the LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, hereinafter called Metro,

in the sum of

_____ (use words)

_____ DOLLARS

(\$), _____
(figures)

being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents.

WHEREAS, said Principal has submitted a bid to Metro to perform all Work required under Metro's Invitation For Bids (IFB) Contract No. TBD (IFB/RFP No.).

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by Metro and, within the time and in the manner required by the Invitation For Bids (IFB), enters into the written Contract Agreement bound with said IFB and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required certificate of insurance and Alcohol and Drug-Free Workplace Program, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event suit is brought upon this Bond by Metro and judgment is recovered, said Surety shall pay all costs incurred by Metro in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____

(SEAL)

(SEAL)

Principal

Surety

BY: _____
Signature

BY: _____
Signature

ATTACHMENT 1 - PERFORMANCE BOND

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

CONTRACT NO. TBD (IFB/RFP No.)

TBD (Solicitation Title)

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to _____ ("Principal"), Contract No **TBD (IFB/RFP No.), TBD (Solicitation Title)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract;

NOW, THEREFORE, we _____, as Principal, and _____, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of _____ Dollars (\$ _____), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety shall pay reasonable attorneys' fees to Metro in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal or its heirs, executors, administrators, successors, assigns, or Subcontractors shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the contract documents or of the Work to be performed thereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____ 200__, 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.

By: _____
(Principal)

By: _____
(Surety)

By: _____

ATTACHMENT 2 - PAYMENT (MATERIAL AND LABOR) BOND

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**TBD (IFB/RFP No.)
TBD (Solicitation Title)**

PAYMENT (MATERIAL AND LABOR) BOND

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to _____ ("Principal"), **TBD (IFB/RFP No.), TBD (Solicitation Title)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we _____, as Principal, and _____, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of _____ Dollars (\$ _____), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety will pay reasonable attorneys' fees to Metro and the plaintiff(s) in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal, or its heirs, executors, administrators, successors, or assigns, or Subcontractors shall fail to pay any of the persons named in Civil Code § 3181 or to pay amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or amounts due under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its Subcontractors pursuant to § 13020 of the Unemployment Insurance Code with respect to Work or labor performed under the Contract, then the Surety herein named shall pay for the same in an amount not exceeding the sum specified in this Bond; otherwise the above obligation shall be void.

This Bond shall inure to the benefit of any of the persons named in Civil Code § 3181 as to give a right of action to such persons or their heirs, executor's, administrators, successors, or assigns in any suit brought upon this Bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed thereunder, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed thereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____, 200____, 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.

By: _____
(Principal)

By: _____
(Surety)

By: _____

