**BOND FORMS**

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| **PERFORMANCE BOND**  **Contract No.: Contract Date:**  **Penal Sum of Bond:**  **Date Bond Executed:** | |
| KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Sureties hereto, are firmly bound to the Washington Metropolitan Area Transit Authority (hereinafter called the Authority) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:  NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Authority, with or without notice to the Sureties, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Sureties being hereby waived, then the above obligation shall be void and of no effect.  IN WITNESS WHEREOF, the Principal and Sureties have executed this performance bond and have affixed their seals on the date set forth above.  **Principal(s)** | |
| 1. Firm Name  and Address:  Signature:  Name and Title: | Corporate Seal  State of Inc.: |
| 2. Firm Name  and Address:  Signature:  Name and Title: | Corporate Seal  State of Inc.: |
| 3. Firm Name  and Address:  Signature:  Name and Title: | Corporate Seal  State of Inc.: |

PERFORMANCE BOND – **Page 2**

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| **Corporate Sureties** | | | | | | |
| Surety  A | Surety Name  and Address:  Signature: | | |  | Liability Limit  $ | (Seal) |
| Name and  Title: | | | State of Inc.: |  |
| Surety  B | Surety Name  and Address:  Signature: | | |  | Liability Limit  $ | (Seal) |
| Name and  Title: | | | State of Inc.: |  |
| Surety  C | Surety Name  and Address:  Signature: | | |  | Liability Limit  $ | (Seal) |
| Name and  Title: | | | State of Inc.: |  |
|  | | **Attach additional pages as needed.** | | | | |
|  | Bond | |  | |  | |
|  | Premium  Schedule | | Total Premium | | $ | |
| **Instructions**  1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies and services.  2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.  3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Sureties".  4. Corporations executing the bond shall affix their corporate seals.  5. The name of each person signing this performance bond should be typed in the space provided.  6. The date this bond is executed must be the same date as the contract execution date. | | | | | | |

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| **PAYMENT BOND**  **Contract No. Contract Date:**  **Penal Sum of Bond: Date Bond Executed:**  KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Sureties hereto, are firmly bound to the Washington Metropolitan Area Transit Authority (hereinafter called the Authority) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above:  NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as hereinafter defined supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Sureties being hereby waived, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect, subject, however, to the following conditions:  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, used or reasonably required for use in the performance of the contract, labor and material being 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 Owner 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 the claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.  3. 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 after such claimant did or performed the last of the work or labor, or furnished 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 mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where he maintains an office or conducts business, or his residence or such notice shall be served in any manner in which legal process may be served in the state or District of Columbia in which the aforesaid project is located, save that such service need not be made by a public officer.  b. After the expiration of one (1) year following the date of final settlement of said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, 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 project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. |

PAYMENT BOND page 2

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| IN WITNESS WHEREOF, the Principal and Sureties have executed this payment bond and have affixed their seals on the date set forth above.  **Principal(s)** |

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| 1. Firm Name and Address:  Signature:  Name and Title: | State of Inc.: | Corporate Seal |

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| 2. Firm Name and Address:  Signature:  Name and Title: | State of Inc.: | Corporate Seal |

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| 3. Firm Name and Address:  Signature:  Name and Title: | State of Inc.: | Corporate Seal |

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| **Corporate Sureties** |

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| Surety | Surety Name  and Address: | Liability Limit | (Seal) |
| A | Signature: | $ |  |
|  | Name and Title: | State of Inc.: |  |

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| --- | --- | --- | --- |
| Surety | Surety Name  and Address: | Liability Limit | (Seal) |
| B | Signature: | $ |  |
|  | Name and Title: | State of Inc.: |  |

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| --- | --- | --- | --- | --- |
| Surety | Surety Name  and Address: | Liability Limit | (Seal) | |
| C | Signature: | $ |  | |
|  | Name and Title: | State of Inc.: |  | |
| **Attach additional pages as needed**.  **Instructions**  1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies and services.  2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.  3. Corporation executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "Corporate Sureties".  4. Corporations executing the bond shall affix their corporate seals.  5. The name of each person signing this payment bond should be typed in the space provided.  6. The date this bond is executed must be the same date as the contract execution date. | | | |