

EXHIBIT D
FORM OF PAYMENT BOND

CAMINO REAL REGIONAL MOBILITY AUTHORITY
EL PASO STREETCAR INFRASTRUCTURE PROJECT

CONSTRUCTION CONTRACT
EXHIBIT D - FORM OF PAYMENT BOND

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**EL PASO STREETCAR INFRASTRUCTURE PROJECT
CONSTRUCTION CONTRACT**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the “CRRMA”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$_____], (the “Bonded Sum”), for the payment whereof Principal and Surety or Co-Sureties, bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, a Construction Contract for the El Paso Streetcar Infrastructure Project, duly executed and delivered as of _____, 2015 (the “Contract”), on the terms and conditions set forth therein; and

WHEREAS, upon issuance by Obligee of NTP, Principal is required to furnish a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any valid and timely claims of subcontractors, suppliers, materialmen and mechanics with respect to the Work, then Surety shall pay for the same in an amount not to exceed, in the aggregate, the Bonded Sum.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents are incorporated by reference herein.
2. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond, provided that the aggregate dollar amount of change orders without Surety’s prior written consent thereto having been obtained, does not increase the Contract Price by more than \$_____ [10% of the Contract Price]. Surety waives notice of any alteration, modification, supplement or extension of time other than change orders in excess of such amount.

3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

4. This bond shall inure to the benefit of the persons identified above so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

5. To the extent permitted by law, the only permitted claimants under this Bond shall be those entities having a contract with Principal and those entities having a contract with an entity which has a contract with Principal.

6. If any legal action be filed on this bond, venue shall be in El Paso, Texas.

7. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8. Initially capitalized terms not otherwise defined herein shall have the definition set forth in Exhibit A of the Contract.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2015.

Principal:

By: _____
Its: _____
(Seal)

Surety:

By: _____
Its: _____
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]