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**ATTACHMENT B**

**PROPOSAL BOND FORM**

**BIDDER'S GUARANTY:** Attached is bidder's bond, certified check or Cashier's Check No. \_\_\_\_\_ of the \_\_\_\_\_ Bank, for \$ \_\_\_\_\_ payable to the **City Clerk of the City of Pomona, California**, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds and submittals, within the time limits specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Pomona, California.

**The Council of the City of Pomona reserves the right to reject any and all proposals.**

WHEREAS, the above-named Design/Builder has submitted or is about to submit to the City a proposal to enter into an agreement to design, obtain construction-related permits for, construct and acceptance test a **Corporate Yard Facility, Project No. 575-93135 (Temporary Facilities)** (the "Project"); and to perform the other related and ancillary responsibilities set forth in the City's Request for Proposals for the **Corporate Yard Facility, Project No. 575-93135 (Temporary Facilities)** dated January 30, 2017 (the "RFP"), issued by the City and covered by the proposal submitted by the Design/Builder in response thereto, which proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced Design/Builder is selected by the City as the most advantageous Design/Builder, then the Design/Builder will negotiate in good faith to enter into the Contract based on its proposal and, if the Design/Builder's proposal is selected as the most advantageous proposal, the Design/Builder will enter into the Contract in writing and the Guarantor (as set forth in the RFP) will enter into the Guaranty Agreement within the time specified in the RFP, or any extension thereof agreed to in writing by the City. Surety hereby agrees that if the Design/Builder shall fail to do so, Surety will pay to the City, as liquidated damages, the full amount of this Bond within 30 calendar days after receipt by Design/Builder and Surety of written notice of such failure from the City, which notice shall be given with reasonable promptness, identifying this Bond and including a statement of the amount due. Upon execution of the Contract and delivery of the Guaranty, this Bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Bond shall become effective on the date the proposal is submitted and will continue in full force and effect for ninety (90) days from such date of submittal (unless extended for up to an additional ninety (90) days) or until terminated as hereinafter provided.

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If the proposal is not accepted within such 90-day time period, or any extension thereof agreed to in writing by the City, then after written notice by the City of such non-acceptance, this Bond may be terminated by the Surety or Design/Builder upon written notice to each other and to the City by registered mail at least 10 days prior to the termination date specified in such notice. Upon the giving of such notice, Surety shall be discharged from all liability under this Bond for any act or omission of the Design/Builder occurring after the date of the notice of non-acceptance.

Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of California.

All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the RFP.

IN WITNESS WHEREOF, Surety and Design/Builder, intending to be legally bound hereby, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officers, agents or representatives.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SURETY  
[NAME OF SURETY]

DESIGN/BUILDER  
[NAME OF DESIGN/BUILDER]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Name of Designated Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title