

**CITY ENGINEER AND
SUPERINTENDENT OF STREETS
LABOR AND MATERIAL BOND**

For Tract/Parcel Map No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
Name
of _____
Address

as PRINCIPAL and _____ as
SURETY, are firmly bound unto the CITY OF _____,
hereinafter referred to as the CITY, in the sum(s) indicated below, for the payment of
which sum(s), we hereby bind ourselves, our heirs, executors, administrators,
successors, or assignees, jointly and severally.

The conditions of the foregoing is such that whereas said PRINCIPAL has
entered into or is about to enter into the multiple agreement(s) with the CITY pursuant to
the authority granted in Division 2, Title 7, of the Government Code (known as the
Subdivision Map Act), which said contract(s) dated _____, 20_____,
are hereby referred to and made a part hereof, for the following work checked below for
Tract/Parcel Map No. _____ to wit:

[] A 5-foot CHAIN-LINK FENCE, labor and materials, in the sum of _____

_____ dollars (\$_____).

[] A COMBINATION MASONRY WALL AND CHAIN-LINK FENCE, labor and
materials, in the sum of _____
_____ dollars (\$_____).

[] A 5-foot MASONRY WALL, labor and materials, in the sum of _____

_____ dollars (\$_____).

[] CORRECTIVE GEOLOGIC improvements, labor and materials, in the sum of

_____ dollars (\$_____).

[] DRAINAGE FACILITIES, labor and materials, in the sum of _____

_____ dollars (\$_____).

[] SANITARY SEWERS, labor and materials, under Private Contract No. _____,
in the sum of _____

_____ dollars (\$_____).

[] STORM DRAINS, labor and materials, under Private Drain No. _____,
in the sum of _____

_____ dollars (\$_____).

[] WATER SYSTEM, labor and materials, in the sum of _____

_____ dollars (\$_____).

[] ROAD improvements, labor and materials, in the sum of _____

_____ dollars (\$_____).

[] STREET TREE, improvements labor and materials, in the sum of _____

_____ dollars (\$_____).

[] _____,
labor and materials, in the sum of _____

_____ dollars (\$ _____).

[] _____,
labor and materials, in the sum of _____

_____ dollars (\$ _____).

WHEREAS, pursuant to said code, PRINCIPAL must give this bond for labor and materials before entering upon the performance of the work, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, as a condition to the execution of said contract(s) by the CITY.

NOW, THEREFORE, if said PRINCIPAL fails to pay the contractor or subcontractor, or fails to pay persons renting equipment or furnishing labor or materials to the contractor or subcontractors, of the performance of said contract(s), including any materials, provisions, or other supplies or teams, equipment, implements, trucks, machinery, or power used in, upon, for, or about the performance of the work contracted to be done, including any changes or alterations ordered by the CITY pursuant to the provisions of said contract(s), or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said SURETY will pay the same not exceeding the sum set forth above, and also, in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the CITY in successfully enforcing such obligation, to be fixed by the court, and to be taxed as costs, and to be included in the judgment therein rendered.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 1 (commenting with Section 8000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The SURETY hereby expressly consents to, and waives any prior notice of, the granting, from time to time by the CITY, to the PRINCIPAL, of any extensions of time to perform and complete the work under the multiple agreement(s) and to any changes or alterations to the terms of the contract(s) or to the work or to the specifications ordered by the CITY pursuant to the provisions of said contract(s). SURETY further expressly agrees that any extensions of time or any such changes or alterations shall not in any way affect its obligation on this bond. The provisions of Section 2845 of the Civil Code are not a condition precedent to SURETY'S obligation hereunder and are waived by SURETY.

IN WITNESS thereby, PRINCIPAL and SURETY caused this bond to be executed on this _____ date of _____, 20_____.

Principal _____

(Seal)

Principal _____

Surety _____

No riders, endorsements, or attachments have been made hereto by the Surety except as noted hereon to the right.

Address _____

By _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

Received on behalf of the

CITY OF _____
By City Engineer

By _____
Deputy

Date: _____

Approved as to form
CITY ATTORNEY

By _____
Deputy

"I HEREBY CERTIFY:

1. That _____ has been certified by the State Insurance Commissioner as an admitted surety insurer and that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to do so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of this bond."

COUNTY CLERK

By _____
Deputy

Dated _____