



City of Santa Clarita
Engineering Services Division
23920 Valencia Boulevard, Suite 300
Santa Clarita, California 91355
(661) 255-4942

LABOR AND MATERIAL BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name)
of _____
Address

California ("PRINCIPAL"), and _____,
a corporation ("SURETY"), are firmly bound unto the CITY OF SANTA CLARITA and each officer and employee thereof, hereinafter called 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 condition of the foregoing obligation is such that whereas said PRINCIPAL has entered into or is about to enter into the annexed contract(s) with the CITY, pursuant to the authority of an act of the Legislature of the State of California, known as the "Subdivision Map Act" (Division 2, Title 7, of the Government Code) and any amendments thereto, and pursuant to the authority of the local ordinance governing land division of the City, and any amendments thereto, which said contract(s), dated _____, 20____, are hereby referred to and made a part hereof, for the following work checked below, to wit:

⊖ STREET IMPROVEMENTS in the sum of in the sum of _____

_____ dollars (\$_____)

⊖ SANITARY SEWER IMPROVEMENT, under Private Contract No. _____ in the
sum of _____
_____ dollars (\$_____).

- ω STORM DRAIN IMPROVEMENTS, under Private Drain No. _____ in the sum of _____ dollars (\$_____).
- ω WATER SYSTEM IMPROVEMENTS in the sum of _____ dollars (\$_____).
- ω STREET LIGHT IMPROVEMENTS in the sum of _____ dollars (\$_____).
- ω _____ in the sum of _____ dollars (\$_____).
- ω _____ in the sum of _____ dollars (\$_____).

all for Tract Map No./Parcel Map No. _____ and whereas, pursuant to said code, the 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 of the State of California, 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 for 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 in an amount 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 of this bond, costs and reasonable expenses and fees, including a reasonable attorney's fees, in successfully enforcing such obligation, to be fixed by the Court and to be taxed as costs and included in the judgment therein rendered.

This bond shall inure to the benefit of any and all persons, companies, and corporations

entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 annexed contract(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).

The SURETY further expressly agrees that any extensions of time or any such changes or alterations shall not in any way affect this obligation on this bond. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY'S obligation hereunder and are waived by the SURETY.

In witness thereof, the PRINCIPAL and SURETY caused this bond to be executed on this ___ day of _____, 20_____.

Principal

(All Signatures Must Be Acknowledged)

Surety

Local Mailing Address of Surety:
