

**CITY OF BRENTWOOD**

**SUBDIVISION LABOR AND MATERIALS BOND**

WHEREAS, the City of Brentwood, State of California, and \_\_\_\_\_  
(hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to  
install and complete certain designated public improvements, which said agreement, dated  
\_\_\_\_\_, 20\_\_\_\_, and identified as Project \_\_\_\_\_  
\_\_\_\_\_ is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon  
the performance of the work, to file a good and sufficient payment bond with the City of Brentwood,  
to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part  
4 Division 3 of the Civil Code of the State of California; and

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are  
held and firmly bound unto the City of Brentwood, California, and all contractors, subcontractors,  
laborers, material men, and other persons employed in the performance of aforesaid agreement  
and referred to in Title 15 of the Civil Code, in the penal sum of \$\_\_\_\_\_,  
lawful money of the United States, for the material furnished or labor thereon of any kind, or for  
amounts due under the Unemployment Insurance Act with respect to such work or labor, that  
Surety will pay the same in an amount not exceeding the amount set forth.

As a part of the obligation secured hereby and in addition to the face amount specified  
therefore, there shall be included costs and reasonable expenses and fees, including reasonable  
attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs  
and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any  
and all person, 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.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

(Seal)

**SURETY**

**PRINCIPAL**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

(Name)

(Name)

(Address)

(Title)

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

(Name)

(Title)

(Address)

\_\_\_\_\_

**ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC**