

CITY OF MISSION VIEJO

SUBDIVISION LABOR AND MATERIALS BOND

WHEREAS, the City of Mission Viejo, 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 Mission
Viejo, 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; and

NOW, THEREFORE, we, the Principal and _____, as Surety,
are held and firmly bound unto the City of Mission Viejo, California, and all contractors,
subcontractors, laborers, materialmen, and other persons employed in the performance of the
aforesaid agreement and referred to in Title 15 of the Civil Code, in the penal sum of \$ _____
_____ lawful money of the United States, for materials 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
therefor, 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 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.

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 addition 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: _____

APPROVED AS TO FORM:

(Name)

(Title)

(Address)

William P. Curley III
City Attorney