

File No.: _____
Bond No.: _____
Premium: _____

BOND FOR MATERIAL AND LABOR
(To Be Used With Restatement of Subdivision Improvement Agreement)

WHEREAS, the City Council of the City of Chula Vista, County of San Diego, State of California, and _____ (hereinafter "Principal") desire to enter into a Subdivision Improvement Agreement (hereinafter referred to as "Agreement") whereby Principal agrees to install and complete certain designated public improvements for the project known as _____; and

WHEREAS, Principal desires to commence construction of said public improvements prior to approval of said Agreement by the City Council of the City of Chula Vista; and,

WHEREAS, the City of Chula Vista, County of San Diego, State of California, has issued to Principal Construction Permit No. _____ (hereinafter referred to as "Permit") for the public improvement work as set forth in more detail on City of Chula Vista Drawing Nos. _____ through _____, regarding construction of said public improvements, which Permit is hereby referred to and made a part hereof; and,

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

NOW THEREFORE, said Principal and _____, a corporation of the State of _____, (hereinafter "Surety"), are held and firmly bound unto the City of Chula Vista, a municipal corporation (hereinafter "City") in the County of San Diego, State of California, and all contractors, subcontractors, laborers, material, men and other persons employed in the performance of the aforesaid Permit and Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars, (\$ _____), 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 under both the Permit and Agreement, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, 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 City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein 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), Part 4, 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 stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 Permit or 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_____.

Name of Principal (Applicant)

Name of Surety Company

By_____

By_____

By_____

Address of Surety Company

Bond/Policy No.

City State Zip Code

ABOVE-SIGNATORIES MUST BE NOTARIZED

APPROVED AS TO FORM:

City Attorney