

## LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Glendora, California, a municipal corporation, (hereinafter "City") and \_\_\_\_\_ (hereinafter "Contractor") have entered into an Agreement dated \_\_\_\_\_, 2015, for work identified as: \_\_\_\_\_

\_\_\_\_\_ which Agreement is hereby incorporated into and made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 3247, et seq., said Contractor is required to furnish a payment bond;

NOW, THEREFORE, we, the Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bond unto the City, as Obligee, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, said sum being not less than one hundred (100) percent of the estimated amount payable by the said Obligee under the terms of the Agreement for which payment well and truly to be made, the said Principal and the said Surety, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said Principal, his or its heirs, executors, administrators, successors or assigns, or any of his or its sub- contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, fails to pay to any of the persons named in Section 3181 of the Civil Code or fails to pay for amounts due under the Unemployment Insurance Act with respect to such work or labor performed in said Agreement and any and all duly authorized extensions and amendments thereto, with or without notice thereof to the Surety, or for any amount required to be deducted, withheld and paid over to the Employment Development Department for the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor the surety hereon shall pay for the same in an amount not exceeding the sum specified in this bond. In case suit is brought upon this bond, the Surety shall pay a reasonable attorney's fee to be fixed by the court. This bond will inure to the benefit of any and all persons, companies and corporations entitled to file claim under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. 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 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 agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (Principal) .

(Corporate Seal) \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

(Corporate Seal) \_\_\_\_\_

(Surety)

By \_\_\_\_\_ Title \_\_\_\_\_

[Appropriate modifications shall be made in this form if the bond is being furnished for the performance of an act not provided for by agreement]

[C.C. Sections 3181, 3248, 3225]

**California All-Purpose Acknowledgment:**

State of California )  
County of Los Angeles )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
Name and Title of Officer  
personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

Signature \_\_\_\_\_  
Signature of Notary

1/08  
See Secretary of State site at: [www.sos.ca.gov/business/notary/notary.htm](http://www.sos.ca.gov/business/notary/notary.htm)