

LABOR AND MATERIAL BOND

**Tract No. XXXX
SD-XX-XX**

WHEREAS, the City Council of the City of Sunnyvale, State of California, and _____ (hereinafter designated as "PRINCIPAL") have entered into a SUBDIVISION AGREEMENT SD-XX-XX (hereinafter designated as "AGREEMENT"), whereby PRINCIPAL agrees to install and complete certain designated public improvements, which said AGREEMENT, dated _____, 2009, and as identified as project SD-XX-XX, Tract Number XXXX, 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 Sunnyvale to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said PRINCIPAL and the undersigned as corporate SURETY, are held firmly bound unto the City of Sunnyvale and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid AGREEMENT and referred to in the aforesaid Civil Code in the sum of _____ and No/100 Dollars (\$ _____ .00), 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 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give 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 said AGREEMENT or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above named, on _____, 2010.

PRINCIPAL:

By _____
(Name, Title)

By _____
(Name, Title)

SURETY:

By _____
Attorney in Fact

Surety Address

All PRINCIPAL and SURETY signatures must be acknowledged by a Notary Public.
Attach Power of Attorney for SURETY.
Attach Signature Authority for PRINCIPAL.