

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

For Tract/Parcel Map No. _____

KNOW ALL MEN BY THESE PRESENTS:

That We, _____

Name

of _____

Address

as PRINCIPAL and _____

as SURETY, are firmly bound unto the COUNTY OF LOS ANGELES and each officer and employee thereof, hereinafter called the COUNTY, in the sum(s) indicated below, for the payment of which sum(s), we hereby bind ourselves, our heirs, executors, administrators, successors or assignees, jointly and severally.

The condition of the foregoing obligation is such that whereas said PRINCIPAL has entered into or is about to enter into the multiple agreement(s) with the COUNTY, pursuant to the authority granted in Division 2, Title 7, of the Government Code (known as the "Subdivision Map Act") and pursuant to the authority granted in Title 21 of the Los Angeles County Code, which said agreement(s), dated _____, 20 ____, are hereby referred to and made a part hereof, for the following work checked below for Tract/Parcel Map No. _____, to wit:

A 5-foot CHAIN LINK FENCE improvement in the sum of _____

_____ dollars

_____ (\$_____).

A COMBINATION MASONRY WALL AND CHAIN LINK FENCE improvement in the

sum of _____ dollars

_____ (\$_____).

A 5-foot MASONRY WALL improvement in the sum of _____

_____ dollars (\$_____).

[] CORRECTIVE GEOLOGIC improvement in the sum of _____

_____ dollars (\$_____).

[] DRAINAGE FACILITIES improvement in the sum of _____

_____ dollars (\$_____).

[] SANITARY SEWER improvement, under Private Agreement No. _____
in the sum of _____
_____ dollars (\$_____).

[] STORM DRAIN improvement under Private Drain No. _____
in the sum of _____
_____ dollars (\$_____).

[] WATER SYSTEM improvements in the sum of _____

_____ dollars (\$_____).

[] ROAD improvements in the sum of _____

_____ dollars (\$_____).

[] STREET TREE improvements in the sum of _____

_____ dollars (\$_____).

[] _____ improvements in the sum of _____

_____ dollars (\$_____).

[] _____ improvements in the sum of _____

_____ dollars (\$_____).

All is in accordance with the attached agreement(s) and is required by said COUNTY to give this bond in connection with the execution of said agreement(s).

If the multiple agreement(s) listed above include an agreement for monumentation, then a further condition of the foregoing obligation is for the payment of the amount of the bond to the COUNTY for the benefit of the authorized surveyor or engineer who has performed the work and has not been paid by the contractor as provided for in Division 2, Title 7, of the Government Code.

Now therefore, if the said PRINCIPAL shall completely perform all of the covenants and obligations of said agreement(s) and any alteration thereof made as therein provided, on his part to be performed at the times and in the manner specified therein, and in all respects according to its true intent and meaning, and shall indemnify and save harmless COUNTY, its officers, agents, and employees, as therein stipulated, and upon the expiration of a one year warranty period following acceptance of the conditioned improvement, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect. The SURETY hereby expressly consents to, and waives any prior notice of, the granting, from time to time by the COUNTY to the PRINCIPAL, of any extensions of time to perform and complete the work under the multiple agreement(s) or to the work or to any such changes or alterations to the work or to the specifications, ordered by the COUNTY pursuant to the provisions of said agreement(s). The SURETY further expressly agrees that any such extensions of time or any such changes or alterations shall not in any way affect its obligation on this bond.

The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY'S obligation hereunder and are waived by the SURETY. As a part of the obligation secured hereby and in addition to the face amount specified therefore, the protection afforded by it shall cover payment of any costs, expenses and fees, including without limitations attorneys' and experts' fees incurred by the COUNTY in enforcing such obligation, or enforcing any of the County's right under this bond, all to be added as costs and included in any judgment rendered.

Furthermore, the SURETY expressly agrees as follows:

(1) If the PRINCIPAL fails to complete any work herein above listed within the time specified in the multiple agreement(s), the COUNTY may, upon written notice to the PRINCIPAL, served in the time and manner provided in the applicable Code, determine that said work or any part thereof is uncompleted, and may cause to be forfeited to the COUNTY such portion of this obligation as may be necessary to complete such work.

(2) If the PRINCIPAL shall fail to complete more than one of the requirements hereinabove listed within the specified time, the COUNTY shall not be required to declare a forfeiture of this obligation or to requirements and may subsequently, from time to time, declare additional forfeitures or prosecute additional actions under this bond as to any one or more of the remaining uncompleted requirements, even though the COUNTY knows or has reason to know, at the time of the initial forfeiture, that the requirements to which the subsequent forfeitures or prosecutions of action pertain were not, as of the time of the initial forfeiture, completed within the time specified for completion.

(3) The COUNTY may expressly exonerate the SURETY with respect to any one or more of the multiple agreement(s) without waiving any of its rights against the PRINCIPAL or the SURETY under any other such agreement(s).

IN WITNESS thereby, the PRINCIPAL and SURETY caused this bond to be executed on this _____ date of _____, 20 _____.

Principal _____

(Seal)

Principal _____

Surety _____

No riders, endorsements, or attachments have been made hereto by the Surety except as noted hereon to the right.

Address _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

By _____

Received on behalf of the COUNTY OF LOS ANGELES by the DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM ANDREA SHERIDAN ORDIN County Counsel

By _____ Deputy

Date: _____

By _____ Deputy

"I HEREBY CERTIFY:

1. That _____
has been certified by the State Insurance Commissioner as an admitted surety insurer and
that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to do
so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for the period
ending _____ showing capital and surplus not less than
ten times the amount of this bond."

COUNTY CLERK

By _____
Deputy

Dated _____