

CITY OF BRENTWOOD

MAINTENANCE BOND

WHEREAS, the City of Brentwood, 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, Principal is required to warranty work under the terms of the agreement for a
period of one year following the acceptance thereof by City against any defective work or labor
done or defective materials furnished, in the amount of ten percent (10%) of the estimated cost of
the improvements;

NOW, THEREFORE, we, the Principal and _____, as Surety, are
held and firmly bound unto the City of Brentwood, California, in the penal sum of \$_____
_____, lawful money of the United States, for the payment of such sum well and truly to
be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and
severally.

The condition of this obligation is such that the obligation shall become null and void if the
above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in
all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and
provisions in the agreement and any alteration thereof made as therein provided, on his or their
part, to be kept and performed at the time and in the manner therein specified, and in all respects
according to his or their true intent and meaning, and shall indemnify and save harmless the City of
Brentwood, its officers, agents, and employees, as therein stipulated; otherwise, this obligation
shall be and remain in full force and effect.

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.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or additions 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:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC