

IMPROVEMENT SECURITY BOND
(Faithful Performance AND Labor & Materials)
(Calif. Government Code, Div. 2 of Title 7:
City of Antioch Standard Form #1)

1. **OBLIGATION** . _____ as Principal, and
(Surety) _____ a corporation organized and existing under the
laws of the State of _____ and authorized to transact surety business in California, as
Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors
and assigns to the City of Antioch, California, to pay it:

(A) – Faithful Performance)

_____ Dollars (\$ _____) for itself or any City
assignee pursuant to the subdivision contract referred to below, plus

(B) – Labor and Materials)

_____ Dollars (\$ _____) for the use and
benefit of persons entitled thereto under California Government Code, Division 2 Title 7.

2. **RECITALS** . The Principal contracted with the City on _____ to
install and pay for street improvements, tract drainage, and other improvements as required by the
City’s Ordinance Code and future improvement plans of Subdivision No. _____, as per map
now being filed with the City Engineer, and to complete said work within _____
from said date, in accordance with applicable State laws, City ordinances and rulings thereunder.

3. **CONDITION** . If the principal faithfully performs all things required of him according to the
terms and conditions of said contract and improvement plan and improvements agreed on by him and
the City, then this obligation as to Section 1-(A) above shall become null and void; and if he fully
pays the contractors, subcontractors, and persons renting equipment or furnishing labor or materials to
them for said work and improvement, and protects the premises from claims of such liens, then this
obligation as to Section 1-(B) above shall become null and void; otherwise this obligation remains in
full force and effect.

No alteration of said contract or any plans or specifications of said work agreed to by the Principal
and the City shall relieve any Surety from liability on this bond; and consent to make such alterations
without further notice to or consent by Surety is hereby given; and itself bound without regard to and
independently of any action against Principal whenever taken, and agrees that if City sues on this
bond Surety will pay reasonable attorney’s fees as fixed by the court to be taxed as costs and included
in the judgement.

SIGNED AND SEALED on _____ .

PRINCIPAL

SURETY

State of California

County of _____

(ACKNOWLEDGEMENT BY SURETY)

On _____, the person (s) whose name (s) is/are signed above for Surety and
who is known to me to be the Attorney (s)-in-Fact for this Corporate Surety, personally appeared
before me and acknowledged to me that he/they signed the name of the Corporation as Surety and
his/their own name (s) as its Attorney (s)-in-Fact.

Notary Public for said County and State