

**VALLECITOS WATER DISTRICT**  
**WATER AND SEWER IMPROVEMENTS**  
**PAYMENT (LABOR & MATERIAL) BOND**

**PROJECT:** \_\_\_\_\_  
(Project Name, VWD Work Order Number, and VWD Project Number)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Vallecitos Water District ("DISTRICT"), a public agency in the State of California, and \_\_\_\_\_ ("PRINCIPAL") have entered into an agreement whereby the PRINCIPAL agrees to install and complete certain designated public improvements, which agreement, dated \_\_\_\_\_, 20\_\_, and identified as the \_\_\_\_\_ project, is hereby referred to and made a part hereof ("Agreement"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the DISTRICT 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.

NOW, THEREFORE, the PRINCIPAL and \_\_\_\_\_, as surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_, an admitted insurer or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, duly authorized to transact business under the laws of the State of California, and acceptable to the DISTRICT ("SURETY"), are held and firmly bound unto the Vallecitos Water District and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorneys' fees, incurred by the DISTRICT in successfully enforcing this 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 a 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.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the 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.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on \_\_\_\_\_, 20\_\_.

SURETY:

PRINCIPAL:

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

PRINCIPAL:

\_\_\_\_\_  
Telephone No. of Surety

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in Fact

Title: \_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_