

**VALLECITOS WATER DISTRICT**  
**WATER AND SEWER IMPROVEMENTS**  
**FAITHFUL PERFORMANCE BOND**

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Vallecitos Water District, a public agency in the State of California ("DISTRICT") 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, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the DISTRICT, for the faithful performance of the Agreement.

NOW, THEREFORE, we, 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, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and 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 their true intent and meaning, and shall indemnify and save harmless the DISTRICT, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it 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 attorneys' fees, incurred by the DISTRICT in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 specifications.

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

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

PRINCIPAL:

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

\_\_\_\_\_  
Principal

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

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

PRINCIPAL:

\_\_\_\_\_  
Principal

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

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