

VALLECITOS WATER DISTRICT
WATER AND SEWER MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: _____
(Project Name, VWD Work Order Number, and VWD Project Number)

WHEREAS, the Vallecitos Water District ("DISTRICT"), a public agency in the State of California, and _____ ("PRINCIPAL") have entered into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance, which said agreement, dated _____, 20__, and identified as _____ project ("Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the Vallecitos Water District as obligee, 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 PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its 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 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 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 of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the

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agreement or to the work or to the specifications. The surety waives all rights of subrogation against DISTRICT or any person employed by DISTRICT.

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: _____

Title: _____

By: _____
Attorney in Fact

PRINCIPAL:

Principal

By: _____

Title: _____