

Bond No.: _____
Premium: _____

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, The City Council of the City of Escondido, 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, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Escondido, hereinafter called “City,” 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 bond 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 bonded 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 said 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 said City 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 attorney’s fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of the Improvements required under this Agreement, an extension may only be granted by City in writing. Also, the City may agree in writing to

reduce the amount required as security in this Agreement, if partial completion of the work has been obtained. However, such actions in either case shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the City in writing. In all cases, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

The 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, 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__.

NAME OF
PRINCIPAL: _____

NAME OF
SURETY: _____

ADDRESS: _____

ADDRESS: _____

BY: _____

BY: _____

BY: _____
Principal

BY: _____
Surety

APPROVED AS TO FORM:

City Attorney

(NOTE: ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY
MUST BE ATTACHED.)

BOND FOR MATERIAL AND LABOR

WHEREAS, the City Council of the City of Escondido, 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, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Escondido, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate Surety, are held firmly hound unto the City of Escondido and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedures 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 such work or labor, that said 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 fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the city in successfully enforcing such 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 15 (commencing with Section 3082) of the Part 4, Division 3 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.

It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of the Improvements required under this Agreement, an extension may only be granted by City in writing. Also, the City may agree in writing to reduce the amount required as security in this Agreement, if partial completion of the work has been obtained. However, such actions in either case shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the City in writing. In all cases, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on _____, 20__.

Name of Principal:

Name of Surety

Address

Address

By:

By:

By:

By:

Principal

Surety

APPROVED AS TO FORM:

City Attorney

(Note: Acknowledgments of Execution by Principals and Surety must be attached.)

BOND FOR GUARANTEE AND WARRANTY OF IMPROVEMENTS

WHEREAS, the City Council of the City of Escondido, 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, said Principal is required under the terms of said agreement to furnish a bond for the guarantee and warranty of the work for a period of one year, following the completion and acceptance thereof, against any defective work or labor done, or defective materials furnished;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Escondido, hereinafter called “City,” 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 said 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 said City, 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 therefore, 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.

It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of the Improvements required under this Agreement, an extension may only be granted by City in writing. Also, the City may agree in writing to reduce the amount required as security in this Agreement, if partial completion of the work has

been obtained. However, such actions in either case shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the City in writing. In all cases, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

The Surety hereby stipulates and agrees that no change, 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 to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 20_____.

Name of Principal:	Name of Surety
_____	_____
Address	Address
_____	_____
By:	By:
_____	_____
By:	By:
_____	_____
Principal	Surety

APPROVED AS TO FORM:

City Attorney

(Note: Acknowledgments of Execution by Principals and Surety must be attached.)

Bond No. _____
Premium: _____

BOND FOR SETTING MONUMENTS

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, _____

(Owner)

as Principal, and _____

(Bonding Company)

A Corporation, organized and existing under the laws of the State of _____
and authorized to act as Surety in the State of California, as Surety, are held and firmly bound
unto the City Council of the City of Escondido, State of California, in the penal sum of

DOLLARS (\$ _____) for payment of which sum, well and truly to be made, we bind
ourselves, our heirs, executors, successors, and assigns, jointly and severally, by these presents.

The condition of the foregoing obligation is such that whereas said _____,
as owners, intend to file with the City Council of the City of Escondido a final map and
subdivision of _____

AND WHEREAS, the certificate of the Engineer or Surveyor provides that the monuments
will be set on or before a specified later date, to wit:

Within (30) days after the completion of the required improvement and their acceptance by the
City of Escondido

AND WHEREAS, the Subdivision Map Act requires said owners to file a good and
sufficient bond guaranteeing payment of the cost of setting the monuments.

NOW, THEREFORE, if said Principal shall within thirty (30) days after the setting of said
final monuments and written notice of the setting of said final monuments has been given to the
Owners and to the City Engineer of the City of Escondido, pay the Engineer or Surveyor for
setting the final monuments, and shall present to the City Council of the City of Escondido
evidence of such payment and receipt thereof by the Engineer or Surveyor together with a
request that this bond be released, then this obligation shall cease and be void; otherwise, it shall
remain in full force and effect.

It is further agreed by and between the parties that, in the event the City deems it
necessary to extend the time of completion of the Improvements required under this Agreement,
an extension may only be granted by City in writing. Also, the City may agree in writing to
reduce the amount required as security in this Agreement, if partial completion of the work has
been obtained. However, such actions in either case shall in no way affect the validity of this

Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the City in writing. In all cases, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

And the said Surety, for value received, hereby stipulates and agrees that no change, alteration or addition to the work or improvement or to the time and place for setting final monuments 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 work or improvements or to the time and place for setting final monuments.

In the event suit is brought upon this bond by the City or the Engineer or Surveyor and judgment is recovered, the Surety shall pay all costs and reasonable expenses and fees incurred by the City in such suit, including a reasonable attorney's fee, to be fixed by the Court.

IN WITNESS WHEREOF, this agreement has been duly executed by the Principal and Surety above named, on _____, 20__

Name of Principal:	Name of Surety
_____	_____
Address	Address
_____	_____
By:	By:
_____	_____
By:	By:
_____	_____
Principal	Surety

APPROVED AS TO FORM:

City Attorney

(Note: Acknowledgments of execution by principals and surety must be attached.)

GRADING PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____
(Permittee)

as Principal, and _____
(Bonding Company)

(Address of Bonding Company)

organized and existing under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, State of California, in the just and full sum of \$ _____ Dollars (\$ _____)

lawful money of the United States for the payment of which well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly and by these presents.

The condition of the foregoing obligation is such that whereas said principal ____ has filed or ____ is about to file with the City Engineer of Escondido an application for a permit to perform excavation or fill work, or both, within the incorporated area of the City of Escondido, more specifically described in the application for the Grading Permit, upon real property owned by said principal known as _____

in accordance with the provisions of the City of Escondido Article 55 of the Zoning Code which adopted the Uniform Building Code, 1988 Edition, Volume I, except certain identified sections which are amended therein.

NOW THEREFORE, if the above-name principal shall well and truly comply with all the requirements of City of Escondido Article 55 of the Zoning Code and if all of the work required to be done complies with all of the terms and conditions of the Grading Permit for excavation or fill or both to the satisfaction of the City Engineer and is completed within the time limit specified in said Grading Permit, then this obligation shall be void and of no effect; otherwise, it shall be and remain in full force and effect.

The Principal agrees to indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates, of the California Regional Water Quality Control Board Region 9, San Diego, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the work performed under this permit bond.

It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of the Improvements required under this Agreement, an extension may only be granted by City in writing. Also, the City may agree in writing to reduce the amount required as security in this Agreement, if partial completion of the work has been obtained. However, such actions in either case shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the City in writing. In all cases, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

The said Surety, for value received, hereby stipulates and agrees that no change, alteration, or additions to the terms of the Permit or to the work or improvements to be performed thereunder or to the grading plans attached to said Permit shall in anywise affect the obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the permit or to the work or improvements or to the plans.

In the event suit is brought upon this bond by the City of Escondido and judgment is recovered, the Surety shall pay all costs incurred by the City of Escondido in such suit, including a reasonable attorneys fee to be fixed by the Court.

WITNESS OUR HANDS THIS ____ day of _____, 20__.

Principal

Surety – Attorney-in-Fact

Principal

**** NOTE: ACKNOWLEDGEMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED (Two notarizations are required -one for each party, to be attached to this Bond.)**

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

Filed with the City Clerks Office on this ____ day of _____, 20__.

EN\P0408-20

**PLEASE SIGN AND ACKNOWLEDGE THIS INSTRUMENT
BEFORE A NOTARY PUBUC.**

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

This Agreement is made and entered into this _____ day of _____, 20___, by and between CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as “CITY,” and _____ a _____ hereinafter referred to as “APPLICANT”;

WHEREAS, APPLICANT proposes to construct a building, structure or development at _____ in the City of Escondido, County of San Diego, State of California, the “Project”; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the “Improvements”, be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within 365 days from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by CITY. The estimated cost of the Improvements is the sum of \$ _____

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT’S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT’S sole expense and shall be completed to the satisfaction of the City Engineer.

3. CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, “Indemnitees”) shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and

hold harmless Indemnites from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnites may suffer or incur or to which Indemnites may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnites by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnites as provided above, APPLICANT, upon notice from CITY, shall defend Indemnites at APPLICANT'S expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. Indemnites need not have first paid for any of the matters to which Indemnites are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

4. APPLICANT shall further indemnify, defend and hold harmless CITY and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01) of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of paragraph nos. 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this paragraph number.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of

the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of one year against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within 10 days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties that, in the event the City deems it necessary to extend the time of completion of the Improvements required under this Agreement, an extension may only be granted by CITY in writing. Also, the City may agree in writing to reduce the amount required as security in this Agreement, if partial completion of the work has been obtained. However, such actions in either case shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the CITY in writing. In all cases, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____ By _____
City Manager

APPLICANT

Date: _____ By _____
Authorized Signature

Address:

(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney