

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 TO IMPROVE SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____
20__, by and between the City of Escondido, State of California (CITY) and
_____(OWNER).

WITNESSETH:

FIRST: Whereas, in the near future the OWNER will file with the City Council of said CITY a final map of subdivision of _____ (“Subdivision”) for said City Council’s approval and acceptance of the streets and easements offered for dedication thereon: The OWNER for and in consideration of the acceptance by the City Council of said streets and/or easements, hereby agrees, at his sole cost and expense, to furnish all labor, equipment and materials to perform and complete, and within 365 days from the date the first building permit is issued on the property to perform and complete in a good workmanlike manner, according to the approved plans and specifications on file with the City Engineer, the improvement of said streets and/or easements so accepted and the improvement of any other streets and/or easements specifically designated by said plans and specifications to be improved. That the work shall be done to the satisfaction of the City Engineer of the City of Escondido, and the improvements shall not be deemed complete until approved and accepted as completed by the City Council of the CITY. The estimated cost of said work and improvements is the sum of \$_____.

SECOND: OWNER covenants that all improvements constructed pursuant to this Agreement shall be constructed in a manner that does not damage existing public improvements. Any such damage shall be determined by and corrected to the satisfaction of the City Engineer.

THIRD: The OWNER further agrees that, in addition to performing the work hereinabove specified, all monuments and stakes not installed on the date of filing said final map and all monuments and stakes previously installed but which are removed, altered or destroyed, prior to the completion of the improvements and their acceptance by the City Council, will be installed within 30 days after such acceptance by the City Council and that the monuments and stakes shall be of the character and occupy the positions specified on said final map.

FOURTH: OWNER further agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees against any and all claims, liability, loss, damage or expense of any kind, including attorney’s fees, arising under or resulting from the acts or omissions of OWNER, its agents or employees during the course of this Agreement, including, but not limited to, any claims, liability, loss, damage expense or attorney’s fees for property, personal injury or death, except that arising under, or resulting from, any illegal or ultra vires acts of the CITY. The provisions of this paragraph shall extend to any claims, liability, loss, damage, expense or attorney’s fees for the taking of property resulting from construction of said subdivision and the public improvements as provided in this Agreement, to adjacent property owners as a consequence of diversion of waters in the construction and maintenance of drainage systems.

CITY shall not, by its approval of the subdivision, or any part of it, or by entering into this Agreement, or by granting any permits concerning this subdivision, be deemed an insurer or surety for the construction of the subdivision.

FIFTH: 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 work performed pursuant to this Agreement.

SIXTH: It is further agreed that said OWNER will at all times from the acceptance by the City Council of the streets and/or easements offered for dedication in said subdivision up to the completion and acceptance of said work and improvements by said City Council, give good and adequate warning to the traveling public of each and every dangerous condition existent in said streets and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. That it is understood and agreed that until the completion of all the improvements herein agreed to be performed each of said streets and/or easements not accepted as improved shall be under the charge of said OWNER for the purposes of this Agreement, and said OWNER may, upon approval of the City Engineer, close all or a portion of any street whenever it is necessary to protect the traveling public during the making of the improvements herein agreed to be made; and OWNER further agrees that the provisions of Paragraph Third, above, are applicable to the acts and omissions of OWNER in making the improvements. The OWNER hereby agrees to pay for such inspection of streets and/or easements as may be required by City Ordinances.

SEVENTH: It is further agreed that said OWNER shall file with the City Clerk at the time of submitting this Agreement and said map for approval by the City Council a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of said work and improvements as above specified 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 work for a period of one year against any defective work or labor or defective materials furnished, and that should the sureties on said bond or either of them become insufficient, said OWNER agrees to renew said bond with good and sufficient sureties, within ten days after receiving notice that said sureties are insufficient.

EIGHTH: In lieu of filing a bond as provided above, the OWNER 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 said work and improvements as above specified, together with instructions to said 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.

NINTH: Upon mutual consent of the OWNER and the City Engineer, the said City Engineer may make such changes, alterations, or additions to the plans and specifications attached hereto as may be determined necessary and desirable by said City Engineer for the proper completion of the said work and 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.

TENTH: 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.

ELEVENTH: 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 described land or any part thereof.

This Agreement is executed by the parties or their duly authorized representatives.

CITY OF ESCONDIDO

Date: _____

By _____
City Manager

Date: _____

By _____
Owner

(ALL SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

City Attorney