

CITY ENGINEER AND SUPERINTENDENT OF STREETS FAITHFUL PERFORMANCE BOND

For Tract/Parcel Map No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ Name

of _____ Address

as PRINCIPAL and _____ as SURETY, are firmly bound unto the CITY OF _____ and each officer and employee thereof, hereinafter called the CITY, in the sum(s) indicated below, for the payment of which sum(s), we hereby bind ourselves, our heirs, executors, administrators, successors or assignees, jointly and severally.

The condition of the foregoing obligation is such that whereas said PRINCIPAL has entered into or is about to enter into the annexed contract(s) with the CITY, pursuant to the authority granted by Division 2, Title 7, of the Government Code (known as the "Subdivision Map Act") and pursuant to the authority of the local ordinance or codes governing land division in the City, which said contract(s), dated _____, 20 _____, are hereby referred to and made a part hereof, for the following work

checked below for Tract/Parcel Map No. _____, to wit:

[] A 5-foot CHAIN LINK FENCE improvement in the sum of _____ dollars (\$ _____).

[] A COMBINATION MASONRY WALL AND CHAIN LINK FENCE improvement in the sum of _____ dollars (\$ _____).

[] A 5-foot MASONRY WALL improvement in the sum of _____ dollars (\$ _____).

[] CORRECTIVE GEOLOGIC improvements in the sum of _____

_____ dollars (\$ _____).

[] DRAINAGE FACILITIES in the sum of _____

_____ dollars (\$ _____).

[] SANITARY SEWER improvement, under Private Contract No. _____
_____, in the sum of _____
_____ dollars (\$ _____).

[] STORM DRAIN improvement under Private Drain No. _____,
in the sum of _____
_____ dollars (\$ _____).

[] MONUMENTATION in the sum of _____

_____ dollars (\$ _____).

[] WATER SYSTEM improvements in the sum of _____

_____ dollars (\$ _____).

[] ROAD improvements in the sum of _____

_____ dollars (\$ _____).

[] STREET TREE improvements in the sum of _____

_____ dollars (\$ _____).

[] _____
labor and materials in the sum of _____

_____ dollars (\$ _____).

All is in accordance with the attached contract(s) and is required by said CITY to give this bond in connection with the execution of said contract(s).

If the annexed contracts listed above include an agreement for monumentation, then a further condition of the foregoing obligation is for the payment of the amount of the bond to the CITY for the benefit of the authorized surveyor or engineer who has performed the work and has not been paid by the contractor as provided for in Division 2, Title 7, of the Government Code.

Now therefore, if the said PRINCIPAL shall completely perform all of the covenants and obligations of said contract(s) and any alteration thereof made as therein provided, on his part to be performed at the times and in the manner specified therein, and in all respects according to its true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents, and employees, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect. The SURETY hereby expressly consents to and waives any prior notice of, the granting, from time to time by the CITY, to the PRINCIPAL, of any extensions of time to perform and complete the work under the annexed contract(s) or to the work or to the specifications, ordered by the CITY pursuant to the provisions of said contract(s). The SURETY further expressly agrees that any such extensions of time or any such changes or alterations shall not in any way affect its obligation on this bond.

The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation here under and are waived by the SURETY. As 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 the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Furthermore, the SURETY expressly agrees as follows:

(1) If the PRINCIPAL fails to complete any work herein above listed within the time specified in the annexed contract(s), the CITY may, upon written notice to the PRINCIPAL, served in the time and manner provided in the applicable Code, determine that said work or any part thereof is uncompleted, and may cause to be forfeited to the CITY such portion of this obligation as may be necessary to complete such work.

(2) If the PRINCIPAL shall fail to complete more than one of the requirements hereinabove listed within the specified time, the CITY shall not be required to declare a forfeiture of this obligation or to prosecute an action under this bond as to all such uncompleted requirements and may subsequently, from time to time, declare additional forfeitures or prosecute additional actions under this bond as to any one or more of the

remaining uncompleted requirements, even though the CITY knows or has reason to know, at the time of the initial forfeiture, that the requirements to which the subsequent forfeitures or prosecutions of action pertain were not, as of the time of the initial forfeiture, completed within the time specified for completion.

(3) The CITY may expressly exonerate the SURETY with respect to any one or more of the annexed contract(s) without waiving any of its rights against the PRINCIPAL or the SURETY under any other such contract(s).

IN WITNESS thereby, the PRINCIPAL and SURETY caused this bond to be executed on this _____ date of _____, 20 _____.

Principal _____

(Seal)

Principal _____

No riders, endorsements, or attachments have been made hereto by the Surety except as noted hereon to the right.

Surety _____

Address _____

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgment jurats.)

By _____

Received on behalf of the City of _____ by the City Engineer

By _____ Deputy

Approved as to form CITY ATTORNEY

Date: _____

By _____ Deputy

"I HEREBY CERTIFY:

1. That _____
has been certified by the State Insurance Commissioner as an admitted surety insurer and
that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to
do so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for
the period ending _____ showing capital and surplus not less than
ten times the amount of this bond."

COUNTY CLERK

By _____
Deputy

Dated _____

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08/01/2001