

**BOND FOR FAITHFUL PERFORMANCE OF CONTRACT  
FOR INSTALLATION OF WATER AND/OR SEWER FACILITIES  
TO BE DEDICATED TO PADRE DAM MUNICIPAL WATER DISTRICT**

WHEREAS, Padre Dam Municipal Water District (hereinafter referred to as "District") and \_\_\_\_\_ (hereinafter referred to as "Principal") have made or are about to make an agreement whereby Principal agrees to install and complete certain designated facilities within a land parcel or subdivision known as \_\_\_\_\_ (hereinafter referred to as "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we the Principal and \_\_\_\_\_ as Surety, an admitted insurer duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship for a period of one year from the date of the filing of a Notice of Completion; and shall indemnify and save harmless the District, its officers and agents, and employees, as stipulated in said Contract Documents, 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 the District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

THE SURETY HEREBY stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the work to be performed thereunder 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 terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety named above,  
on \_\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_  
Principal (Corporate Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

SURETY:

\_\_\_\_\_  
Name of Surety (Corporate Seal)

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

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

**NOTE:** Signatures of those signing for the Principal and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to so MUST BE ATTACHED hereto.

**PAYMENT BOND**

WHEREAS, Padre Dam Municipal Water District (hereinafter referred to as "District") and \_\_\_\_\_ (hereinafter referred to as "Principal") have made or are about to make an agreement whereby Principal agrees to install and complete certain designated facilities within a land parcel or subdivision known as \_\_\_\_\_ (hereinafter referred to as "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its contractor, subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein

above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety named above, on \_\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_  
Principal (Corporate Seal)

By \_\_\_\_\_

Title \_\_\_\_\_

SURETY:

\_\_\_\_\_  
Name of Surety (Corporate Seal)

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

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

**NOTE:** Signatures of those signing for the Principal and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to so MUST BE ATTACHED hereto.