

File No. _____
Bond No. _____
Premium _____

BOND FOR STREET IMPROVEMENTS
(To Be Used With An Improvement Agreement)

KNOW ALL PERSONS BY THESE PRESENTS, That I/We _____
_____ as Principal, and _____,
a corporation of the State of _____, as Surety, are held and firmly bound unto the
City of Chula Vista, a municipal corporation, in the County of San Diego, State of California, and to and
for the benefit of any and all persons who may suffer damages by reason of the breach of the conditions
hereof, in the sum of _____ dollars,
(\$ _____) lawful money of the United States of America, to be paid to the said City of
Chula Vista, or to any and all persons who may suffer damages by reason of the breach of any of the
conditions hereof, for which payment well and truly to be made, the Principal hereby binds himself, his
successors and assigns, and the Surety herein binds itself, its successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the above-bound Principal is desirous of obtaining a license and permit to do one
such job within the City of Chula Vista and of complying with regulations prescribed by the applicable
ordinances and standards of said City to secure such license and permit, said job to performed at the
location commonly known as _____ Chula Vista,
California, in accordance with the Improvement Agreement between the Principal and the City of Chula
Vista dated: _____ for those improvements shown on approved plans: Chula Vista
Drawing Nos _____.

NOW, THEREFORE, the condition of the above obligation is such that whenever the said
Principal shall construct any street improvements in or upon any public highway, lane, alley, court, park,
street or public place in the City of Chula Vista, State of California, if the above-bound Principal shall
cause all such work to be done, and improvements to be made to the official grade and according to the
specifications therefor as prescribed by the ordinances and standard of the City of Chula Vista in force at
the time of making such improvement, or doing such work, and when such improvement or work consists
of, or includes, sidewalk, curb or street paving, the improvement shall be graded to the official grade, and
all debris and surplus material shall be removed from the street upon the completion of such work or
improvement, all as specified in the ordinances and standards of said City in such cases made and
provided, then this obligation shall be void, otherwise to remain in full force and effect; and conditioned
further that this bond shall inure to the benefit of the City of Chula Vista, and to and for the benefit of all
persons who may suffer damage by reason of the breach of any of the conditions hereof, and any persons
so damaged may bring suit upon said bond in his own name, provided that in the event of the failure of
the Principal to construct any sidewalk, curb, gutter or pavement as hereinabove mentioned in compliance
with the specifications as prescribed by the ordinances and standards of the City of Chula Vista, or to the
official grade, the damages to the City of Chula Vista will be deemed to include the cost of removing such
defective work and constructing same according to the grade and/or according to specifications prescribed
by ordinances and standards; in addition, this bond shall be conditioned upon the Surety's full compliance

with all terms and conditions of the required permit, the Improvement Agreement and further conditioned upon full compliance with all provisions of the ordinances and standards of the City of Chula Vista.

PROVIDED FURTHER, that this bond shall not be void upon the first recovery, but may be sued and recovered upon from time to time and judgments may be recovered hereon by said City or any person aggrieved or damaged in his own name, until the whole penalty is exhausted, and the life of the obligation of this bond shall continue for such length of time as such license remains in force, and for thirty (30) days thereafter.

As 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, and 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.

IN WITNESS WHEREOF, the said Principal and Surety and each hereunto set their hands, this day of _____, _____

PRINCIPAL:

Bond No. _____

Name of Contracting Company (Please print)

Signature Date _____

Print name

SURETY:

Name of officer (Please print) Title Attorney in Fact

Name of surety company

Address

City State Zip

Signature Date _____

(Notary Acknowledgment and Corporate Authorization Required for Each Signatory)

**Approved as to form:
CITY ATTORNEY**

By: _____

Corporate Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that s/he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Individual Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that she/he/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Limited Liability Company Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be (the manager) (a member) of _____, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself/herself as (the manager) (a member).

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Surety Acknowledgment

State of _____

County of _____

On this, the _____ day of _____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the Attorney-in-Fact of _____, a corporation, and that s/he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: