

Bond Number: _____

Effective Date: _____

**SACRAMENTO SUBURBAN WATER DISTRICT
ENCROACHMENT PERMIT / MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS,

THAT WHEREAS _____
(hereinafter “Contractor”) as principal has applied or will apply to the Sacramento Suburban Water District (hereinafter “District”) for the issuance of a water system encroachment permit in accordance with and subject to the provisions of the District Improvement Standards and Technical Specifications (hereinafter “District Standards”) for installing or constructing water facilities or improvements (e.g., water mains, laterals, hydrants, services) and other work within streets, roads and easements in the District.

WHEREAS, the Contractor is required under the terms of the above-referenced permit(s) and District Standards to furnish an encroachment bond to the District conditioned on compliance with the requirements of the permit(s) and District Standards in the penal sum of \$25,000.00.

NOW, THEREFORE, we, the Contractor as principal and _____
_____ (“Surety”), a corporation organized and existing under the laws of the State of California and authorized to transact business in the State of California as an admitted surety, are held and firmly bound unto the District in the penal sum of \$25,000.00, for the payment of which sum, well and truly to be made, we hereby 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 the bounden Contractor, its heirs, executors, administrators, successors and assigns, shall (1) fully comply with the terms and conditions of the above-described permit(s) and District Standards and Technical Specifications, (2) maintain and remedy the work under the above-described permit(s) free from defects in materials and workmanship for a period of one year following completion, (3) indemnify and hold harmless the District from any and all claims, demands, lawsuits, liabilities, costs and actions of every nature, kind and description, brought for or on account of any damage or injury to the County of Sacramento or City of Citrus Heights streets, highways and easements, or any part thereof, or to any real or personal property, or to any person or persons caused by or arising out of any failure of the Contractor to comply with any of its obligations under any such permit(s) or District Standards and Technical Specifications, and (4) properly safeguard the work and the District water facilities, County and City streets, highways and easements and other structures thereon and thereof in as good condition as before the work, then this obligation shall become null and void as to the completed work; otherwise it shall be and remain in full force and effect and in the event suit is brought upon this bond by the District and it is the prevailing party,

the Contractor and Surety shall pay all litigation costs incurred by the District, including reasonable attorney's fees and expert witness fees and costs.

Notwithstanding anything in this bond to the contrary, the Surety's obligation hereunder shall continue so long as any obligation of the Contractor remains. The Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the encroachment permit or to the work to be performed thereunder shall in any way affect its obligations on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the encroachment permit or to the work to be performed thereunder. The Surety hereby waives the provisions of sections 2819 and 2845 of the California Civil Code.

The address or addresses at which the Contractor and Surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure sections 995.010 et seq.) is or are the following:

IN WITNESS WHEREOF, the principal and surety have executed and delivered this bond on

_____.

CONTRACTOR

[Seal]

By: _____

_____ *[name]*

_____ *[title]*

SURETY

[Seal]

By: _____

_____ *[name]*

_____ *[title]*