

APPROVED AS TO FORM  
JANUARY 29, 2001  
ROBERT G. BOEHM, CITY ATTORNEY  
By: Karl H. Berger, Assistant City Attorney

**GRADING BOND**

Bond No. \_\_\_\_\_  
Bond Fee. \_\_\_\_\_

\_\_\_\_\_, as principal ("PRINCIPAL") and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF SAN BUENAVENTURA ("CITY") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars, lawful money of the United States, which may be increase or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument. The amount of this bond has been determined by CITY's city engineer in accordance with San Buenaventura Municipal Code ("SBMC") §12.220.020.

This bond is executed in light of PRINCIPAL's application for a grading permit to perform the following work.

Grading for \_\_\_\_\_ Permit No. \_\_\_\_\_  
Located at \_\_\_\_\_

**BOND CONDITIONS**

1. PRINCIPAL will perform its work in accordance with Grading Permit No. \_\_\_\_\_ and the plans and profiles prepared by a registered civil engineer, all of which are on file with CITY's Engineering Division and incorporated herein by reference.
2. For a period of one (1) year after CITY issues a certificate of completion, PRINCIPAL will perform all maintenance at the grading site, comply with all provisions of Grading Permit No. \_\_\_\_\_, and any other applicable law. Should PRINCIPAL fail to complete the work, or maintain the grading site, as required by Grading Permit No. \_\_\_\_\_, or any other applicable law, SURETY will promptly complete the work to CITY's satisfaction.
3. In the case of any default in the performance of the conditions and stipulations of this bond, it is agreed that PRINCIPAL and/or SURETY will pay CITY all costs and expenses incurred by CITY to complete the work to CITY's satisfaction.
4. PRINCIPAL and SURETY agree to any reasonable and necessary extension of time granted by CITY for completing the work under Grading Permit No. \_\_\_\_\_.
5. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the SBMC and Grading Permit No. \_\_\_\_\_.
6. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of Grading Permit No. \_\_\_\_\_, or of the obligation to be performed, will in any way

Grading Bond  
Land Development Engineering Division

affect its obligation on this bond, and its waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

7. This bond consists of this instrument, the plans and specification noted above, and the following two (2) attached exhibits all of which are incorporated herein by reference:

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bonds to do so; and
- B. Provide current proof that the SURETY is licensed to do business in the state of California for the type of insurance required by this bond by logging onto the Department of Insurance (the "Department") Website at [www.insurance.ca.gov](http://www.insurance.ca.gov) and printing off and attaching to this bond the Department's statement of same.

8. Should PRINCIPAL perform its obligation within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL 's PRESIDENT

\_\_\_\_\_  
SURETY's PRESIDENT

\_\_\_\_\_  
PRINCIPAL'S SECRETARY

\_\_\_\_\_  
SURETY's SECRETARY

PRINCIPAL's ADDRESS

SURETY's ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: ALL signatures must be acknowledged by a notary public. Return three (3) originals to Land Development Engineering Office.