

**COUNTY OF VENTURA  
PUBLIC WORKS AGENCY**

**BOND BOOK**

**SIXTH EDITION**

**JULY 2012**

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DIRECTOR OF PUBLIC WORKS**

**Prepared by Engineering Services Department  
Phillip L. Nelson, Director**

**AMENDED ON DATES SHOWN ON INDIVIDUAL PAGES**

## LATEST PAGE REVISION DATES

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**10/18/12**

## FUTURE AMENDMENTS TO THIS MANUAL

Amendments to this manual may be issued from time to time.

Users of this publication may contact the Agency to determine the latest revision date.

To ascertain the current purchase price and postage charge for the manual or to purchase an updated edition, contact the Agency at the address shown below. Individual pages may also be purchased at the standard price for Xerox copies.

The latest version of this manual is available free on the Agency's web site:

**[http://publicworks.countyofventura.org/eng\\_services/eng\\_serv.htm](http://publicworks.countyofventura.org/eng_services/eng_serv.htm)**

Agency:                   Public Works Agency  
                                  Engineering Services Department  
                                  County Surveyor's Public Counter  
                                  800 South Victoria Avenue  
                                  Ventura, California 93009-1670

Location                   The County Surveyor's Public Counter is at the Ventura County  
                                  Government Center, Hall of Administration, Third floor, at the  
                                  top of the escalator from the main entrance atrium.

Phone:                     (805) 654-2068

07/16/12

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## I. INTRODUCTION

### A. PURPOSE

State law, and county and special district ordinances and policies require that the performance of certain agreements, permit conditions, and contracts be guaranteed by a good and sufficient security. In some cases, security must be posted to provide funds for future construction by county, special district or another land developer. Deposits may be required to guarantee payment of fees for services performed by county personnel or by consultants under contract to the county.

All such securities must be in an acceptable form and are subject to approval. This Bond Book specifies the satisfactory forms of security and establishes staff procedures for handling security. It does not establish the requirements for fees, deposits or bonds. These are established by laws, ordinances or Board of Supervisors resolutions.

### B. DEFINITIONS & ABBREVIATIONS

**County** - The County of Ventura when used to indicate the Obligee; or County staff when indicating someone taking an action for an Obligee.

**VCWPD** - The Ventura County Watershed Protection District. County staff acts ex-officio for this district.

**VCWWD** - Ventura County Waterworks District No. 1, 16, 17 or 19. The correct number must be used when identifying the Obligee. County staff acts ex-officio for these districts.

**Special Districts** - Those special districts (other than VCWPD & VCWWD) governed by the Ventura County Board of Supervisors when sitting as the governing body of any of the special districts. The correct name must be used when identifying the Obligee. County staff acts ex-officio for such districts.

**Security** - General term referring to the bond, cash deposit, certificate of deposit, or letter of credit required to be posted to guarantee performance or provide for payment. When the word 'security' is used, it includes only those forms allowed herein and by law for the specific purpose indicated.

**Obligee** - The public entity (County, VCWPD, VCWWD, or Special District) that establishes requirements for security, and is being protected by the security guarantee by being able to obtain funds if the conditions of the contract, permit or requirement are not fulfilled by the entity posting the security.

Frequently used security forms generally include the name of the obligee or contain a blank for the correct name to be entered. However, some forms are so infrequently used by some Obligees, that when needed, a form indicating County as obligee must be modified.

**Permittee** - The person or other entity applying for a permit and posting security.

**Developer** - The person or other entity developing land where such development is subject to regulation by the County, VCWPD, VCWWD or another special district.

**C.**

**GENERAL REQUIREMENTS**

A cash deposit is an acceptable security in all cases except for Payment Bonds on public projects where it is prohibited by Civil Code 3248(d). Corporate surety bonds are acceptable in all cases except where "CASH ONLY" is specified. "CASH ONLY" is usually specified when security is not to be exonerated or refunded to the principal posting the security or when funds may be needed by the Obligee to accomplish emergency work relating to work under permit. In this latter case, any unused balance is usually refunded to the permittee

Other types of security may be accepted in lieu of corporate surety bonds (but not in lieu of "CASH ONLY" security) providing they give protection to the Obligee against default which is equal to or better than corporate surety bonds and are allowed by law. Such other types of security which are accepted are letters of credit and certificates of deposit. Letters of credit may not be used for public works construction contracts or for road encroachment permits. Certificates of deposit are not allowed for public works construction contracts.

Certificates of deposit (and certain kinds of federal bonds, California State bonds, California municipal bonds, and commercial paper as described in Government Code Section 16430) are accepted by the County, VCWPD, VCWWD and Special Districts in lieu of withheld funds on construction contracts pursuant to Public Contract Code Section 22300.

All types of security must meet the requirements stated in this Bond Book and any additional requirements of the Obligee made necessary by changes in the law or change in the policies adopted by Obligee's Board of Supervisors. Nothing contained in this Bond Book shall be construed as guaranteeing that the Obligee will accept any specific type of security nor does it imply that any approval will be given, any permit issued, or any contract entered into because satisfactory security is tendered.

## II. DETAILED SECURITY REQUIREMENTS

### A. CASH DEPOSIT

A cash deposit is cash, or certified check or cashier's check prepared by a federally insured commercial bank with an office in California, payable to the order of the security Obligee, in an amount equal to the required bond or the sum of the amounts of the required bonds.

### B. SURETY BONDS

A surety bond is a document guaranteeing contract performance and/or making of payments, executed by a responsible corporate surety and by the principal.

1. **Surety.** The corporate surety must be acceptable to, and subject to approval by, the Obligee's Board of Supervisors. Bonds issued by an individual surety will not be accepted.
2. **Principals.**
  - a) All persons required to sign the contract must also appear as bond principals.
  - b) For land development projects, bond principals shall include all of the owners of the land with either divided or undivided interests, and any financial institution who may be expected to benefit from the land development.
3. **Signatures.** Bonds must be signed by surety and all principals. Manual signatures are required. Facsimile signatures are not acceptable. All signatures, executed in California, must be acknowledged before a California Notary Public in the manner prescribed by law. See Appendix B. All signatures executed in another state must be acknowledged by a notary public of that state. Anyone signing as an Attorney-in-Fact for a principal or a surety shall have his or her signature acknowledged before a Notary Public, and furnish a copy of the Power of Attorney.

Signature of principals shall be as follows:

- a) Individual - Signature of the individual
- b) Copartnership - All partner's signatures
- c) General Partnership - Signature of at least one general partner.
- d) Company - Printed name and signature of the owner.
- e) Corporation - Signature of corporate officers.  
Corporate seal must also be affixed.

**4. Accompanying Documentation** - Surety bonds must be accompanied by the documents required by Code of Civil Procedure Section 995.660 (except as noted below) which are:

(a) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

(c) To confirm that the insurer is a corporate surety authorized to do business in California, staff prints a copy of the insurers Company Profile from:

**[http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)**

(d) A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer, the financial statement may, instead of an officer's certificate, be verified by the oath of the principal officer or manager residing within the United States.

**NOTE to (a) above:** If Surety's Attorney-In-Fact has restrictive authority under his or her Power of Attorney, bonds executed by him shall be within those limits. If the authority is restricted to Small Business Administration guaranteed bonds, evidence shall be furnished that the bond is so guaranteed.

**Exception to required documentation:** Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved without submission of the above listed documentation unless specifically rejected by the Agency. Web address: **<http://www.fms.treas.gov/c570/c570.html>**

**5. Multiple Security Documents.**

a) A required security may be in the form of more than one security document which have an aggregate amount equal to the required security.

b) For land development projects, when approved by the Director of Public Works, separate bonds may be posted for portions of the work which are expected to be completed at intervals greater than about one year.

**6. Forms**

All other bonds shall be on the standard forms contained herein (see Section III-B). Surety's standard forms will not be accepted. Forms shall not be modified by surety.

The Bid bond form is included in each proposal form if bids are to be submitted.

## C. CERTIFICATES OF DEPOSIT

A certificate of deposit is a document indicating the deposit of a sum of money in a financial institution.

1. **Issuer.** Certificates shall be from one of the following types of federally insured financial institutions with offices in California:
  - a) Commercial Bank
  - b) Savings Bank
  - c) Credit Union
2. **Form.** Certificates shall be on issuer's standard form which may be either a certificate or a passbook.
3. **Payee.** Certificates of deposit shall be made payable to the Obligee or shall be accompanied by a properly executed assignment to the Obligee on the form contained herein.
4. **Revocability.** The certificate shall be irrevocable.
5. **Expiration.** There must be no expiration as far as principal amount is concerned.
6. **Amount.** The face amount of a certificate of deposit used in lieu of a bond shall be sufficient to cover the required bond amount after the deduction of any interest penalty for withdrawal prior to maturity. If the certificate does not indicate the amount of potential interest penalty, such information shall be obtained from the issuer's office. The reduction of the face amount for the potential interest penalty may be waived for maturity which are short enough not to affect the Obligee's ability to use the full amount of the certificate.

## D. LETTERS OF CREDIT

A letter of credit is a document which authorizes the Obligee to draw a specified amount of money from the financial institution by sight draft subject to certain conditions.

1. **Issuer.** Letters shall be from one of the following types of federally insured financial institutions with offices in California:
  - a) Commercial Bank
  - b) Savings Bank
  - c) Credit Union
2. **Form.** Letters may be on the issuer's standard form or letterhead but must substantially comply with form No. A-474. No conditions more restrictive to the Obligee's ability to draw funds shall be included.
3. **Payee.** Funds must be payable to the Obligee
4. **Revocability.** The letter shall be irrevocable and shall so state.
5. **Expiration.** The letters shall not expire without the Obligee being able to collect. The wording contained in the forms listed in Section III.B provide for this.

### III. FORMS

#### A. BID BONDS (Bid or Proposal Guarantee)

The form for bid bonds PW-B-1 may need to be modified to meet the requirements of the Notice Inviting Bids and the Instructions to Bidders. Usually they are required to be in the amount of 10% of the amount bid. They must not be limited to the difference between the bid being guaranteed and the next higher bid, nor be limited to a specific dollar amount that is less than 10% of the bid.

#### B. SURETY BOND FORMS

The forms listed in the following table must be used for surety bonds. Samples of the forms, with variable information indicated, are in Appendix D. Forms for use are generated, using the templates indicated in Appendix A, by the county organizations requiring the bonds and furnished to the Principal indicated on the bond.

SURETY BOND FORMS BY PURPOSE, TYPE & OBLIGEE				
Page	Form No.	Purpose	Type	Obligee
D-1a D-1b	A-467/9-Tmpl	Performance & Payment	Public Work Construction	County, VCWPD, VCWWD or Special Districts
D-2	DS-188	Performance	Grading Permit	County
D-3	A-473	Performance	Watercourse Permit or Encroachment (Watershed Protection)	VCWPD
D-4	TR-473	Performance	Encroachment (Roads)	County
D-5	DS-181	Performance & Payment	Land Development Improvements	County
D-6a D-6b	DS-181-2	Performance & Payment	Land Development Improvements	County & Special District
D-7	DS-185	Performance	Land Development Guarantee	County and/or VCWPD, VCWWD, Special District
D-8	DS-186	Performance & Payment	Land Development - Monuments	County
D-9	A-467/9-WWC	Performance & Payment	Land Development - Improvements	VCWWD
D-10	A-468	Performance	Land Development - Taxes	County
D-11	PW-B-1	Bid	Public Work Construction	County, VCWPD, VCWWD, Special Districts
D-12	DS-486	Performance	Solid Waste Handling	County

**C. LETTER OF CREDIT FORMATS**

Letters of credit must contain the wording shown in the forms listed in the following table with no additional wording that limits the Obligee’s ability to obtain funds. Formats are in Appendix E.

LETTER OF CREDIT FORMATS BY PURPOSE, TYPE & OBLIGEE				
Page	Form No.	Purpose	Type	Obligee
E-1	DS-181-1	Performance	Grading Permit	County
E-2	DS-181-3	Performance & Payment	Land Development Improvements	County, VCWPD, VCWWD, Special Districts
E-3	DS-181-4	Payment	Land Development Improvements	County
E-4	DS-181-5	Performance	Land Development Guarantee	County
E-5	DS-186-1	Performance & Payment	Land Development - Monuments	County
E-6	A-474	Any	Any not provided for above. Not allowed for public construction contracts.	County, VCWPD, VCWWD, Special Districts

Letters of Credit shall not be used in lieu of surety bonds for public construction contracts. (CC 3248d & PCC 20129d)

**D. CERTIFICATE OF DEPOSIT ASSIGNMENTS**

When a Certificate of Deposit (Passbook) is allowed as an alternate to a bond, if it is not made payable to the Obligee, it must be accompanied by a properly executed copy of **Form DS-189** in Appendix F. A letter in the format shown in Appendix F is used for releasing a Certificate of Deposit when the security is no longer required.

Certificates of Deposit shall not be used in lieu of surety bonds for public construction contracts. (CC 3248d & PCC 20129d)

#### IV. COUNTY STAFF PROCEDURES

##### A. CHECKING SECURITY DOCUMENTS

Security documents must be carefully checked for proper form and adequacy. All types must be in the proper amount.

Surety bonds for performance and payment (labor and material) are two separate bonds even though they are on a single form. Each must be in the amount of 100% of the contract amount. On land development projects only, when cash, letters of credit, or certificates of deposit are allowed to be used in lieu of said bonds, the combined amount to substitute for the two bonds must be 150% of the contract amount with 100% of the contract amount allocated to the performance of the contract and the remaining 50% to payment. When letters of credit or certificates of deposit are used, separate documents are required for the performance and for the payment guarantees.

Each type of security has different requirements that must be checked in addition to amount meeting requirements.

1. **Cash** - Count carefully and have receipt issued. Copy of deposit receipt shall be attached to contract or permit in place of bond.
2. **Checks** - Only certified or cashier's check or money orders on federally insured commercial banks with offices in California or U.S. Postal money orders shall be accepted. All other checks are accepted subject to collection which means the bond is not posted until the check has cleared, which may take several weeks. Payee must be the Obligee. Checks are handled as for cash in 1 above.

##### 3. **Surety Bonds.**

a. Check [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup) to make sure that the surety is authorized to issue bonds in California and print a copy of the company profile to be stored with the bond. Only corporate sureties are acceptable. Individual sureties are not acceptable.

b. Check the latest version of U.S. Department of Treasury Circular 570 at [http://www.fms.treas.gov/c570/c570\\_a-z.html](http://www.fms.treas.gov/c570/c570_a-z.html) to see if the surety has the capacity to issue bonds in the required amount in California and print an excerpt of the entry and store with the bond. Note that the bonding amount is the sum of the performance bond and the payment bond amounts.

If surety is not listed in Treasury Circular 570 or has insufficient bonding capacity, bonds must be accompanied by the documents required by Code of Civil Procedure Section 995.660 which are:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- (2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- (3) Confirm that the insurer is a corporate surety authorized to do business in California, in accordance with CCP 995.310, either:
  - a. Staff prints a copy of the insurers Company Profile from: [http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)
  - b. A certificate from the County Clerk of Ventura County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted. The County Clerk charges a fee (currently \$5.00) for this service.



- (4) A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer, the financial statement may, instead of an officer's certificate, be verified by the oath of the principal officer or manager residing within the United States.
- c. The bond shall be within the limitations of the attorney-in-fact who signs the bond as is indicated in the power of attorney. Some common limitations that should be checked for include:
  - (1) Amount of Bond authorized to be issued  
Note that many of the bond forms are actually two bonds, (Payment and Performance) each in the amount of the contract. Therefore the amount being issued is the sum of each bond and this amount must be within the authorized limit
  - (2) Type of Bond authorized to be issued
  - (3) Bond must be guaranteed by Small Business Administration (SBA) or other organization
  - (4) Expiration date of authority
  - (5) Combinations of above
- d. If SBA or other guarantee is required, evidence shall be furnished showing that guarantee has been issued.
- e. Bond must be on proper Form shown in this Bond Book. Bid bonds must comply with bid documents.
- f. Form shall be fully and correctly filled out including the following:
  - (1) Principal's name
  - (2) Surety's name
  - (3) Obligee's name
  - (4) Bond amount: words and numbers
  - (5) Contract reference: name, Spec. No., Permit No., agreement date, etc.
  - (6) Bond dated - Bond date must be same or later than contract date.
  - (7) Signatures of Principals and Attorney-in-Fact of Surety. Signatures shall be manual. Facsimile signatures are not acceptable.  
  
On bid bonds, if the bidder (principal) fails to sign, this will usually not invalidate the bond or the bid. (192 CAL 278, 105 CalApp 156, 43 CalApp 3rd 558-569)
  - (8) Address and telephone number of Surety's agent
  - (9) Acknowledgments by Notary of all signatures

**4. Certificates of Deposit** (not accepted on public construction projects):

- a) Shall be by one of the following types of federally insured financial institutions with offices in California; Commercial Bank, Savings Bank or Credit Union.
- b) Shall be on issuer's standard form or passbook.
- c) No changes in standard wording except that interest may be payable to principal.
- d) Deposit must not be withdrawable by principal.
- e) Certificate must not expire as to principal amount.
- f) Payee must be the Obligee or the certificate must be accompanied by a properly executed assignment, to the Obligee, in four parts on the form shown herein.
- g) Certificate or passbook shall be signed manually by an officer of the issuing institution. Facsimile signatures are not acceptable.
- h) Assignment forms shall be fully and properly completed including contract reference and purpose of security.
- i) Copy 1 of assignment form shall be kept with the certificate or passbook. Copy 2 of assignment form shall be returned by mail to financial institution after it is dated and signed by the authorized County employee (in Public Works, an authorized Central Services Department employee) and the name and telephone number of contact person administering the contract or permit for which the security is being received. Copy 3 of form shall be given to the assignor as a receipt for the certificate. Copy 4 can be retained by the financial institution at the time it is signed by them.

- 5. Letters of Credit.** (Not acceptable for public works construction contracts or for road encroachment permits). They shall:
- a) Be issued by one of the following types of federally insured financial institutions with offices in California: Commercial Bank, Savings Bank or Credit Union.
  - b) On issuers letterhead or standard form but must contain all of the elements listed below.
  - c) State that letter is irrevocable.
  - d) Contain the exact wording of Form A-474 using only one alternate wording identified by the same letter in each of the two sections. For securing types of contracts and agreements not specifically covered in this Bond Book, other alternate wording may be required. Such other wording shall be reviewed and approved by County Counsel before use.
  - e) Shall be dated.
  - f) Manually signed by authorized official of the issuer. Facsimile signatures are not acceptable.
  - g) Shall be payable to the Obligee.
  - h) Any conditions differing from those shown on the standard format shown herein shall be submitted to the Agency or Department Head for approval.
  - i) Contract name and number and security purpose shall be shown.
  - j) Shall state the amount of credit and state that the bank will make payment on presentation of a sight draft and the documents specified as per 5 b) above.

## B. STORAGE OF SECURITY DOCUMENTS

1. All forms of original security documents and the original contracts which they guarantee are valuable to the Obligee, the second party to the contract and to third parties who, while not a party to the contract, may have claims against the contract parties. Such third parties may have a legal claim on contract security. Original security documents and contracts must be properly accounted for and safeguarded. Each group handling such documents must establish procedures to assure this. Such procedures will probably include in and out logging of original documents, indicating storage location, and provisions for the proper degree of storage security.
2. The handling of specific items is as follows:
  - a) **Cash and Checks.** These must be deposited with the County Treasurer on the day received. A deposit form must be filled out. A copy of the deposit form shall be filed with the contract as would a surety bond.
  - b) **Certificate of Deposits, Passbooks, Letters of Credit.** These must be placed in a safety deposit box in the Treasurer's vault for safekeeping on the day of receipt. A form indicating the type, issuer of the security document, and special conditions and where the document is stored should be made out and filed in the location shown below for surety bonds. A Xerox copy of the document may take the place of the form.
  - c) **Surety Bonds.** Originals of the surety bonds shall be kept with the original contract or permit. They shall be stored by the agency, department, or division receiving and checking them. The surety bonds, with contracts or permits to which they apply, shall be kept for the duration of the permit or contract term, including any guarantee period, and during any period after this during which an appeal, arbitration, or litigation may be commenced; and, if any action is commenced, until advised by County Counsel that the documents are no longer needed.

### C. USE OF SECURITY

1. Before taking any action against a bond or other security deposit, obtain advice of County Counsel in each case. Where County Counsel has established a standard procedure for action, this must be followed.
2. Where notification or cancellation of a bond or other security document is received prior to its exoneration by the Obligee, timely action is required to protect the Obligee's interests. In the case of letters of credit, the action necessary may be to issue a sight draft against the letter of credit and deposit the funds with the County Treasurer in a trust fund.
3. Action must be initiated to collect on letters of credit early enough to assure that a draft deposited for collection has time to clear the issuing financial institution prior to the expiration date. At least two weeks and preferably a month should be allowed so that any defects in documents can be remedied.

To obtain payment for the Obligee under a letter of credit, it is necessary to present the following three documents either to the County's bank or the bank at which the letter of credit is drawn:

- a) Statement that conditions required for payment under the letter of credit exist. Must be executed by Clerk of the Board. Wording of statement should be identical to the wording used in the letter of credit.
- b) Draft for amount to be paid to the Obligee. Obtain proper form from the County's bank.
- c) The original Letter of Credit. This must be returned to County immediately with endorsement on back unless amount drawn is the full amount of the letter of credit.

When presenting the documents to the County's bank, allow some extra time for draft to clear issuing bank before expiration date. If near expiration date, the safest approach is to go to issuing bank. Payment will usually be made in 2 to 5 days.

4. **Certificates of Deposits (including Passbooks).** When it is necessary to obtain payment on a Certificate of Deposit or passbook, prepare a Board Order for the Chair's signature directing the bank to pay the specified amount of money represented by the Certificate of Deposit to the County Treasurer. This Board Order, together with the original Certificate of Deposit (and assignment form if required), is then presented to the County Treasurer via Deputy Director - Public Works Central Services Department who will send it to the County's service bank for collection. If sent prior to maturity date, the amount received will be reduced by any interest penalty.

#### **D. REDUCTION OF SECURITY AMOUNT**

1. Reduction of security amount can be made only where provided for by Obligee's regulations and in compliance with State law and Obligee's ordinances. Currently (2012), only grading permit bonds, VCWPD permit bonds, and land development performance bonds may be reduced.
2. On request of the developer or permittee and in accordance with Obligee's regulations, the County will review the degree of completion of the work and issue a letter indicating the amount of reduction in security which will be acceptable. See Appendix C for letter formats.
3. Where the security is in the form of a surety bond, the bond amount can be reduced only at the time the developer or permittee is required to pay an additional premium, (usually two years after the bond was issued) and in accordance with Obligee's regulations.
4. For letters of credit and certificates of deposit, the security amount can be reduced at any time allowed by Obligee's regulations by presenting a new letter of credit or certificate of deposit. If this is found to be in proper form and amount by the County, the original security will be released.  
  
For letters of credit, an amendment can be accepted in lieu of replacement if the only change is in the amount specified.
5. For cash deposits, the security amount can be reduced at any time allowed by Obligee's regulations. The department administering the permit or contract will execute a trust fund release form for the amount to be released and the Auditor-Controller will make payment.

#### **E. EXONERATION**

1. Exoneration of surety bonds occurs automatically after all work, including guarantee work, has been performed and the guarantee period has expired.
2. Where cash or securities other than surety bonds are held by the County, they shall be returned to the Developer or permittee upon exoneration.

A letter in the form shown on page F-2 shall be executed when relinquishment of the security to the original owner or a release of an assignment of the security is required.

The following tables provide a ready reference to important features of many types of securities. These tables are for convenience only. They do not establish policy and shall not be construed as modifying the requirements of any law, code, or policy.

Simplification and abbreviations used in the tabular format include:

**TYPE OF BOND** - Purpose for which bonding is required.

**CODE REFERENCE** - (Some secondary code references are not included.)

CBC	California Building Code	PRC	Public Resources Code
CC	Civil Code	S&H	Streets & Highway Code
CCP	Code of Civil Procedures	VC	Vehicle Code
GC	Government Code	VCOC	Ventura County Ordinance Code
H&SC	Health & Safety Code	VC Ord	Ventura County Ordinance
LC	Labor Code	WC	Water Code
PCC	Public Contract Code		

**FORM** - Only the types of performance or payment guarantees listed may be used. Standard form numbers when specified must be used. Available Templates listed.

BOND	Surety Bond issued by a California admitted surety insurer
CD	Certificate of Deposit from a federally insured bank.
L/C	Letter of Credit from a federally insured bank.
CASH	Deposit of cash (held in county trust fund)
CASH ONLY	Cash (BOND, CD or L/C may <b>not</b> be substituted)

**COUNTY ORGANIZATIONAL UNITS** - Those County units involved in handling securities. (The Division shown in parenthesis is generally responsible unless another Division is shown in the tables)

A/C	Auditor/Controller (Accounts Payable)
B/S	Board of Supervisors of Ventura County, VCWPD, VCWWD or Special District
Clerk-B/S	Clerk of the B/S.
PWA	Public Works Agency - PWA Departments follow
CSD	Central Services (Fiscal Services)
DIS	Engineering Services Department (Development & Inspection Services)
ESD	Engineering Services Department (Contracts)
IWMD	Integrated Waste Management Division
TD	Transportation (Planning, Traffic & Transportation, Traffic Section)
WP	Watershed Protection (VCWPD Planning)
SD	Special Districts governed by B/S
T/TC	Treasurer-Tax Collector
VCWPD	Ventura County Watershed Protection District
VCWWD	Ventura County Waterworks Districts No. 1, 16, 17 & 19.

**BOND CUSTODIAN** - Where surety bonds or the receipts for other types of security are stored.

Security deposits for other purposes, not covered by the tables, may also be required. Such deposits will generally be in the form of CASH ONLY or, where allowed by Agency policy, CASH. One such purpose is the guarantee of the payment of the costs of performing certain County services by staff or consultants where the recipient of the service is required to pay.

<b>BOND FOR PUBLIC CONSTRUCTION</b>			
FEATURE	BID GUARANTEE (BID BOND)	PERFORMANCE	PAYMENT (LABOR & MATERIALS)
PURPOSE	Guarantees that successful bidder will be able to obtain bonds and will enter into a contract if offered.	Guarantees that the Contractor will fully perform all terms of the contract.	Guarantees that the Contractor will pay all laborers and material suppliers.
CODE REFERENCE	PCC 20129(a)(County), PCC 20602.5(VCWWD) PCC 21071(VCWPD) PCC 20392.5(Highways) PCC 20413, 20483 & 20674 (Other Districts).	PCC 20129(b), 21071(VCWPD). CCP 995.660.	CC 3247-3251, PCC 21071(VCWPD), CCP 995.660.
AMOUNT	Usually 10% of amount of bid.	100% of contract total price	100% of contract total price
FORM	PW-B-1, Cashier's Check, Certified Check, or cash	A-467/9-Tmpl (combined form with Payment bond)	A-467/9-Tmpl (combined form with Performance bond) <b>Cash deposit not allowed</b> per CC 3248
BONDS RECEIVED BY	PWA-ESD	PWA-ESD	PWA-ESD
BONDS CHECKED BY	PWA-ESD	PWA-ESD	PWA-ESD
BOND CUSTODIAN	PWA-ESD	PWA-ESD	PWA-ESD
PERFORMANCE DETERMINED BY	PWA-ESD	Project Manager	Laborers, Material & Equipment Suppliers, Subcontractors, IRS, Unions, State Labor Commissioner, State Franchise Tax Board
ACTION WHICH WILL CAUSE FORFEITURE	Failure to enter into contract or furnish bonds and insurance in time specified	Failure to perform contract	Contractor's failure to pay those listed in box above. Notice to withhold sent to A/C.
ACTION WHICH WILL CAUSE EXONERATION	Entering into contract, furnishing bonds & insurance by low bidder. Third and higher bidders bonds released after bids are checked.	Expiration of one year guarantee period and completion of any work required under guarantee.	Payment of all those listed above and elapse of 7 months from recording of Notice of Completion and there are no pending claims; or 9 months after completion if no Notice of Completion is filed and there are no pending claims.
TEMPLATE TO PREPARE BOND	Part of document prepared with: F:\shared\PWA Forms\Plans& SpecsPkg\PROPOSAL.dotx	A single form which is part of the forms prepared with F:\engserv\ConstrContr\CONTRACTS\construction forms\Contract Templates\Contract0612.dotx or ContractFed0612.dotx which merge data from ProjList.xlsm.	



<b>BONDS FOR LAND DEVELOPMENT</b>			
<b>FEATURE</b>	<b>PERFORMANCE</b>	<b>PAYMENT (LABOR &amp; MATERIALS)</b>	<b>PERFORMANCE WATERSHED PROTECTION IN CITIES</b>
PURPOSE	Guarantees that Developer will complete all improvements per plans.	Guarantees that Developer will pay all laborers and material suppliers.	Guarantees that Developer will complete Watershed Protection improvements in city tracts.
CODE REFERENCE	GC 66499 et seq. VCOC 8208 et seq	GC 66499 et seq. VCOC 8208 et seq.	GC 66499 et seq.
AMOUNT	100% of estimated development costs.	100% of estimated development costs. (50% if CASH, CD or L/C is used)	100% of estimated cost of Watershed Protection works.
FORM	DS-181 (combined form with Payment bond), DS-181-3, CASH, or CD	DS-181 (combined form with Performance bond), DS-181-3, CASH or CD	Part of Performance Bond required by the city.
BONDS RECEIVED BY	PWA-DIS	PWA-DIS	City
BONDS CHECKED BY	PWA-DIS	PWA-DIS	City
BOND CUSTODIAN	PWA-DIS	PWA-DIS	City
PERFORMANCE DETERMINED BY	PWA-DIS	Laborers, Material & Equipment Suppliers, Subcontractors, IRS, Unions, State Labor Commissioner, State Franchise Tax Board	City
ACTION WHICH WILL CAUSE FORFEITURE	Failure to complete improvements on time & B/S refusal to extend time.	Failure to pay those listed in box above.	Failure to complete improvements on time & WP-B/S refusal to extend time.
ACTION WHICH WILL CAUSE EXONERATION	Acceptance of work & expiration of guarantee period.	Payment of those listed above and elapse of 90 days from acceptance of project.	Acceptance of work & expiration of guarantee period.
ACTION WHICH WILL CAUSE REDUCTION	At least 50% of work completed. Only one reduction allowed.	None.	At least 50% of work completed. Only one reduction allowed.
TEMPLATE TO PREPARE BOND	F:\shared\PWA Forms\Bond Templates\BondDS-181.dotm		City form

<b>BONDS FOR LAND DEVELOPMENT</b>			
<b>FEATURE</b>	<b>MONUMENTATION</b>	<b>EMERGENCY WORK</b>	<b>TAXES</b>
<b>PURPOSE</b>	Guarantees that Developer will have monuments set and Surveyor paid.	Provides funds for emergency work performed by County.	Guarantees payment of taxes & special assessments not yet due and payable.
<b>CODE REFERENCE</b>	GC 66496, 66499 et seq.	VCOC 8208-2	GC 66493
<b>AMOUNT</b>	100% of estimated cost to set monuments.	\$1000, must be restored to \$1000 if any used.	100% of amount stated in Tax Collector's letter.
<b>FORM</b>	DS-186, DS-186-1, CASH or CD	CASH ONLY	A-468, CASH or CD
<b>BONDS RECEIVED BY</b>	PWA-DIS	PWA-DIS	T/TC
<b>BONDS CHECKED BY</b>	PWA-DIS	PWA-DIS	T/TC
<b>BOND CUSTODIAN</b>	PWA-DIS	PWA-DIS	T/TC
<b>PERFORMANCE DETERMINED BY</b>	PWA-ESD (County Surveyor)	PWA-DIS	T/TC
<b>ACTION WHICH WILL CAUSE FORFEITURE</b>	Failure to set monuments on time plus B/S refusal to extend time.	Developer's failure to promptly perform emergency work.	Failure to pay taxes on time.
<b>ACTION WHICH WILL CAUSE EXONERATION</b>	Approval of monumentation plus certification of payment of surveyor.	Acceptance of project.	Payment of taxes.
<b>TEMPLATE TO PREPARE BOND</b>	F:\shared\PWA Forms\Bond Templates\ BondDS-186.dotm	CASH ONLY	F:\shared\PWA Forms\Bond Templates\BondA468.dotm

<b>BONDS (DEPOSITS) FOR LAND DEVELOPMENT</b>		
<b>FEATURE</b>	<b>DEFERRED CONSTRUCTION</b>	<b>FUTURE CONSTRUCTION BY OTHERS</b>
<b>PURPOSE</b>	Guarantees construction of facilities that can not be built before acceptance of tract.	Provides part of funding for future construction of sewer, storm drain, major roads or bridges benefiting multiple land owners.
<b>CODE REFERENCE</b>	County Policy	GC 66483 et seq, & County Ordinance
<b>AMOUNT</b>	Based on estimate of cost. May require increase if delay results in increase in costs.	GC 66483 et seq, & County Ordinance
<b>FORM</b>	CASH ONLY to a Trust Fund	CASH ONLY to a Trust Fund
<b>BONDS RECEIVED BY</b>	PWA-DIS	PWA-DIS
<b>BONDS CHECKED BY</b>	PWA-DIS	PWA-DIS
<b>BOND CUSTODIAN</b>	PWA-CSD & T/TC	PWA-CSD & T/TC
<b>PERFORMANCE DETERMINED BY</b>	PWA-DIS	NA - Work is performed as a public works project
<b>ACTION WHICH WILL CAUSE FORFEITURE</b>	NA	NA
<b>ACTION WHICH WILL CAUSE EXONERATION</b>	Completion of work with excess funds in trust fund	Completion of project with excess funds in trust Fund
<b>TEMPLATE TO PREPARE BOND</b>	CASH ONLY	CASH ONLY

<b>BONDS FOR COUNTY PERMITS</b>		
<b>FEATURE</b>	<b>ROAD ENCROACHMENT</b>	<b>GRADING</b>
<b>PURPOSE</b>	Guarantee compliance with permit requirements, repair to any damaged county facilities & payment of fees.	Guarantee compliance with plan and permit requirements or correction of potentially hazardous conditions if not completed.
<b>CODE REFERENCE</b>	VC 35782, S&H 1467, VCOC 12227 et seq.	VC Ord 4422 (Section J104.4)
<b>AMOUNT</b>	Set by Road Commissioner, \$1000 min., may require \$500 additional.	Estimated cost to correct hazardous conditions at any stage of work.
<b>FORM</b>	TR-473, CASH, CD	DS-188, DS-188-1, CASH or CD
<b>BONDS RECEIVED BY</b>	PWA-TD	PWA-DIS
<b>BONDS CHECKED BY</b>	PWA-TD	PWA-DIS
<b>BOND CUSTODIAN</b>	PWA-TD	PWA-DIS
<b>PERFORMANCE DETERMINED BY</b>	PWA-TD	PWA-DIS
<b>ACTION WHICH WILL CAUSE FORFEITURE</b>	Damage to county facilities. Failure to comply with permit or to pay fees.	Failure to promptly correct hazardous conditions.
<b>ACTION WHICH WILL CAUSE EXONERATION</b>	Completion of permit requirements, payment of fees, and repair of damaged facilities.	Completion of permit requirements, or abandonment of project and correction of hazardous conditions.
<b>TEMPLATE TO PREPARE BOND</b>	F:\shared\PWA Forms\Bond Templates\BondTR473.dotm	F:\shared\PWA Forms\Bond Templates\BondDS188.dotm

<b>BONDS FOR VENTURA COUNTY WATERSHED PROTECTION DISTRICT PERMITS</b>		
<b>FEATURE</b>	<b>ENCROACHMENT</b>	<b>WATERCOURSE</b>
<b>PURPOSE</b>	Guarantee completion of work and compliance with permit requirements or restore District's right of way.	Guarantee compliance with permit requirements and repair of any damage to WP facilities.
<b>CODE REFERENCE</b>	VCWPD Ord. WP-1, Section 215.	VCWPD Ord. WP-1, Section 215.
<b>AMOUNT</b>	Sufficient to complete work in accordance with permit requirements or to repair hazardous conditions or to repair damage.	Sufficient to complete work in accordance with permit requirements or to correct hazardous conditions if left unfinished.
<b>FORM</b>	A-473, CASH, CD, or L/C	A-473, CASH, CD, or L/C
<b>BONDS RECEIVED BY</b>	PWA-WP	PWA-WP
<b>BONDS CHECKED BY</b>	PWA-WP	PWA-WP
<b>BOND CUSTODIAN</b>	PWA-WP	PWA-WP
<b>PERFORMANCE DETERMINED BY</b>	PWA-WP	PWA-WP
<b>ACTION WHICH WILL CAUSE FORFEITURE</b>	Uncorrected damage to VCWPD facilities. Failure to complete work in accordance with permit conditions or to pay fees.	Failure to complete work in accordance with permit conditions or promptly correct hazardous conditions or to pay fees.
<b>ACTION WHICH WILL CAUSE EXONERATION</b>	Satisfactory completion of work in accordance with permit requirements, or repair of damaged facilities or cancellation of permit and elimination of hazardous conditions.	Satisfactory completion of work in accordance with permit requirements, or repair of damaged facilities or cancellation of permit and elimination of hazardous conditions.
<b>ACTION WHICH MAY CAUSE REDUCTION</b>	Work completed to stage where potentially hazardous conditions are eliminated and permit requirements are being complied with.	Work completed to stage where potentially hazardous conditions are eliminated and permit requirements are being complied with.
<b>TEMPLATE TO PREPARE BOND</b>	F:\shared\PWA Forms\Bond Templates\BondA-473.dotm	F:\shared\PWA Forms\Bond Templates\BondA-473.dotm

**BONDS FOR INTEGRATED WASTE MANAGEMENT DIVISION AGREEMENTS**

FEATURE	Performance Assurance for Residential and Commercial Collection & Disposal of Solid Waste	Performance Assurance any for of the following for: a. Commercial Collection & Disposal of Solid Waste b. Collection & Handling of Compost Material c. Collection and Handling of Household & Small Quantity Generator Hazardous Waste d. Collection & Handling of Electronic Waste e. Operation & Closure of Simi Valley Landfill & Recycling Center
PURPOSE	Guarantees that Contractor will fully perform all terms of the Residential & Commercial Solid Waste Collection Agreement	Guarantees that Contractor will fully perform all terms of the Agreement
CODE REFERENCE	VCOC 4740 et. seq. Public Resources Code 40000 et. seq.	VCOC 4740 et. seq. Public Resources Code 40000 et. seq.
AMOUNT	Varies	Varies
FORM	A-468(CR) or Bank Letter Of Credit Form DS181-5	A-468 or Bank Letter Of Credit Form DS181-5
BONDS RECEIVED BY	PWA-IWMD	PWA-IWMD
BONDS CHECKED BY	PWA-IWMD	PWA-IWMD
BOND CUSTODIAN	PWA-IWMD	PWA-IWMD
PERFORMANCE DETERMINED BY	PWA-IWMD	PWA-IWMD
ACTION WHICH WILL CAUSE FORFEITURE	Failure to perform contract	Failure to perform contract
ACTION WHICH WILL CAUSE EXONERATION	Termination of contract	Termination of contract
TEMPLATE TO PREPARE BOND	F:\shared\PWA Forms\Bond Templates\ BondWM468A.dotm	F:\shared\PWA Forms\Bond Templates\ BondWM468A.dotm

**NOTARY FORMS & CORPORATE SIGNATURES**

**( Excerpts from Civil Code )**

**NOTARY ACKNOWLEDGMENT FORM**

**§1189(a)** Any certificate of acknowledgment taken in this state shall be substantially in the following form:

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me,

(here insert name and title of the officer), personally

appeared \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**FOREIGN ACKNOWLEDGMENTS**

**§1189(b)** Any acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made.

**SIGNATURE AUTHORITY - UNINCORPORATED ENTITY & CORPORATE OFFICERS**

**§1190** The certificate of acknowledgment of an instrument executed on behalf of an incorporated or unincorporated entity by a duly authorized person in the form specified in Section 1189 shall be prima facie evidence that the instrument is the duly authorized act of the entity named in the instrument and shall be conclusive evidence thereof in favor of any good faith purchaser, lessee, or encumbrancer. "Duly authorized person," with respect to a domestic or foreign corporation, includes the president, vice president, secretary, and assistant secretary of the corporation.





**LETTER FORMAT FOR REDUCTION OF GRADING BOND**

On County Letterhead

DATE

NAME  
ADDRESS  
CITY, STATE, ZIP

SUBJECT: *PERMIT IDENTIFICATION*

**PARTIAL EXONERATION OF GRADING BOND**

On \_\_\_\_\_, 20\_\_, the County of Ventura accepted Bond No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as surety guaranteeing compliance with all provisions of the Ventura County Grading Ordinance, and the terms of the Grading Permit and plans.

Grading has been partially completed to the satisfaction of the Director of Public Works.

Therefore, upon written agreement to the reduced bond amount by principal and surety on the form provided herewith, the Bond amount is hereby reduced to \$ \_\_\_\_\_. All other terms and conditions of the Bond shall remain unchanged.

Under no circumstances shall this partial exoneration constitute acceptance of the grading.

Authority for the partial exoneration of grading security is contained in the Land Development Manual, Section 7204.

Deputy Director of Public Works

cc:

The surety hereby agrees to the above mentioned reduction in the bond amount. The surety agrees that no other change, extension of time, alteration or addition to the terms of the grading permit or to the work to be performed thereunder or the plans and specifications covered by the grading permit shall in any manner affect its obligations on this bond and it waives notice of any such change, extension, alteration, or addition.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Name of Principal

By

Title

Name of Surety

By

Attorney-in-Fact

Address

City

State \_\_\_\_\_ Zip Code

Telephone No.

**LETTER FORMAT FOR REDUCTION OF PUBLIC IMPROVEMENT BONDS**

On County Letterhead

DS-162

<Date>

NAME  
ADDRESS  
CITY, STATE ZIP

Subject: TRACT NO. \_\_\_\_\_

**PARTIAL EXONERATION OF PUBLIC IMPROVEMENT PERFORMANCE  
AND PAYMENT BOND**

On \_\_\_\_\_, 20\_\_\_, the County of Ventura accepted Performance and Payment Bond No. \_\_\_\_\_ executed by \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as surety guaranteeing performance and payment of laborers and materialmen of the public improvement construction for the subject tract.

It appears to the satisfaction of the Director of Public Works that the work completed is in excess of 50% of the Bond amount.

Therefore, upon written agreement to the reduced bond amount by principal and surety on the form provided herewith, the Bond amount is reduced to \$ \_\_\_\_\_.

The amount of the Bond remaining in effect is \$ \_\_\_\_\_. All other terms and conditions of the Bond shall remain unchanged.

Under no circumstances shall this partial exoneration constitute acceptance of the improvements.

Authority for the partial exoneration of improvement security is contained in the Ventura County Subdivision Ordinance Section 8208.4.

Deputy Director of Public Works

The surety hereby agrees to the above mentioned reduction in the bond amount. The surety agrees that no other change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the plans and specifications covered by the agreement shall in any manner affect its obligations on this bond and it waives notice of any such change, extension, alteration, or addition.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Name of Principal

By

Title

Name of Surety

By

Attorney-in-Fact

Address

City

State\_\_\_\_\_ Zip Code

Telephone No.

**SURETY BONDS  
PERFORMANCE BOND**

Whereas, the *<County of Ventura/Ventura County Watershed Protection District/Ventura County Waterworks District No.# >*, hereinafter called "Agency", and *<Contractor's name>*, hereinafter called "principal", have entered into a contract dated *<Contract date>* whereby principal agrees to complete certain designated work identified as project *<Project name>* (Spec. No. *<Spec Number>*), and to perform other duties and obligations as described in said contract, which is incorporated herein by this reference and made a part hereof; and

Whereas, principal is required under the terms of said contract to furnish a bond to guarantee principal's faithful performance of the work and all terms and conditions of the contract;

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of *<One Thousand Dollars and No Cents>*(*<\$1,000.00>*) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, 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 provisions in the said contract and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The above obligation shall continue after Agency's acceptance of the work for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the work and/or fails to protect Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

**PAYMENT BOND**

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of *<One Thousand Dollars and No Cents>*(*<\$1,000.00>*) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

**GENERAL TERMS**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of any such change, extension, alteration or addition.

Nothing herein shall limit the Agency's rights or surety's obligations under the contract or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named

on \_\_\_\_\_, 20\_\_\_\_.

*<Contractor's name>*  
Name of Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH  
CORRESPONDENCE CONCERNING THIS BOND SHOULD BE  
DIRECTED.

Telephone No. \_\_\_\_\_

**NOTE:** Data shown in *<Bold-Italics>* is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

SURETY BOND

BOND NO. \_\_\_\_\_

GRADING

PERMIT NO. *<Permit No.>*

WHEREAS, *<Permitee's Name>*, hereinafter designated the "principal", has applied to the County of Ventura for Grading Permit No. *<Permit No.>* ("Permit"), the terms and conditions of which are expressly incorporated herein by this reference and made a part hereof, in order to perform grading and excavation on the premises known as *<Permit Area Description>*, and

WHEREAS, the principal, as a condition to being granted said Permit, is legally obligated to comply with all terms and conditions thereof and to furnish a bond guaranteeing principal's compliance with same;

NOW THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto the County of Ventura as obligee, in the sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*) for which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the principal shall fully comply with all terms and conditions of said Permit in the time and manner as specified, and save harmless obligee and its respective officers, agents and employees as therein stipulated, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect and surety shall cause the terms and conditions of the said Permit to be fully performed or pay to the obligee an amount not exceeding the sum above specified.

The Surety does hereby consent to, and waives notice of, any and all alterations, extensions of time, or other modifications to the Permit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*<Permitee's Name>*  
Name of Principal

By \_\_\_\_\_

Title \_\_\_\_\_  
Name of Surety

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

DS-188

**NOTE:** Data shown in *<Bold-Italics>* is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

BOND NO. \_\_\_\_\_  
PERMIT NO. <Permit No.>

SURETY BOND  
WATERSHED PROTECTION <ENCROACHMENT / WATERSHED> PERMIT

WHEREAS, <Permittee's Name>, hereinafter designated the "principal", has applied to the Ventura County Watershed Protection District ("Agency") for <Encroachment / Watershed> Permit No. <Permit No.> ("Permit"), the terms and conditions of which are incorporated herein by this reference and made a part hereof; and

WHEREAS, the principal, as a condition of being granted said Permit, is legally obligated to comply with all terms and conditions thereof and to furnish a bond guaranteeing principal's compliance with same;

NOW THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto the Agency in the sum of <One Thousand Dollars and No Cents> (<\$1,000.00>) for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of the this obligation is such that if the principal shall fully comply with all terms and conditions of said Permit in the time and manner as specified, and shall indemnify and save harmless Agency and its officers, agents and employees as therein stipulated, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect and surety shall cause the terms and conditions of the said Permit to be fully performed or pay to Agency an amount not exceeding the said sum above specified.

The surety does hereby consent to and waive notice of any and all changes, alterations, extensions of time, additions, or other modification to the said Permit.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<Permittee's Name>

(Name of Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By \_\_\_\_\_

Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

A-473

**NOTE:** Data shown in <Bold-Italics> is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

SURETY BOND  
ROAD ENCROACHMENT PERMIT

WHEREAS, <Permittee's Name>, hereinafter designated the "principal", has applied to the County of Ventura ("Agency") for Road Encroachment Permit No. <Permit No.> ("Permit"), the terms and conditions of which are incorporated herein by this reference and made a part hereof; and

WHEREAS, the principal, as a condition to being granted said Permit, is legally obligated to comply with all terms and conditions thereof and to furnish a bond guaranteeing the principal's performance of the same;

NOW THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto the Agency in the sum of <One Thousand Dollars and No Cents> (<\$1,000.00>) for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the principal shall fully comply with all terms and conditions of said Permit in the time and manner as specified, and save harmless Agency and its respective officers, agents and employees as therein stipulated, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and surety shall cause the terms and conditions of the said Permit to be fully performed or pay to Agency an amount not exceeding the said sum above specified.

The surety does hereby consent to, and waives notice of, any and all changes, alterations, extensions of time, additions, or other modification to the said Permit.

Signed and sealed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
<Permittee's Name>  
(Name of Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

(Name of Surety)

By \_\_\_\_\_

Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

TR-473

**NOTE:** Data shown in <Bold-Italics> is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.



SURETY BONDS  
PERFORMANCE BOND

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

WHEREAS, the County of Ventura ("Agency") and *<Principal's Name>*, hereinafter designated as "principal", have entered into an agreement dated *<June 19, 2012>* whereby principal agrees to complete certain designated public improvements identified as project , and to perform other duties and obligations as described in said agreement which is incorporated here in by this reference and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond to guarantee principal's faithful performance of said agreement;

NOW THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto the Agency in the penal sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, 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 provisions in the said agreement and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The above obligation shall continue after Agency's acceptance of the improvements for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the improvements and/or fails to protect Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

PAYMENT BOND

And, whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the like sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

GENERAL TERMS

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of same.

Nothing herein shall limit the Agency's rights or surety's obligations under the agreement or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named

on \_\_\_\_\_, 20\_\_\_\_.

*<Principal's Name>*  
(Name of Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

(Name of Surety)

By \_\_\_\_\_

Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH  
CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

DS-181

**NOTE:** Data shown in *<Bold-Italics>* is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

SURETY BONDS  
PERFORMANCE BOND

WHEREAS, the County of Ventura hereinafter designated as "County", *<2nd Party's Name>*, hereinafter designated as "*<1 word for 2nd Party>*", and *<Principal's Name>* hereinafter designated as "Principal", have entered into an agreement dated June 19, 2012, whereby Principal agrees to complete certain designated public improvements identified as project , and to perform other duties and obligations as described in said agreement which is incorporated herein by this reference and made a part hereof; and

WHEREAS, the principal is required under the terms of said agreement to furnish a bond to guarantee Principal's faithful performance of said agreement;

NOW THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto County, and *<1 word for 2nd Party>* in the penal sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, 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 provisions in the said agreement and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, and *<1 word for 2nd Party>*, and their respective officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

PAYMENT BOND

And, whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County and *<1 word for 2nd Party>* to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we the principal and the undersigned, as corporate surety, are held firmly bound unto County, and *<1 word for 2nd Party>*, and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the like sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

GENERAL TERMS

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the plans and specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of same.

Nothing herein shall limit the County's and *<1 word for 2nd Party>*'s rights or surety's obligations under the agreement or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 20

*<Principal's Name>*

(Name of Principal)

By \_\_\_\_\_  
Title \_\_\_\_\_

(Name of Surety)

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

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH  
CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

DS-181-2

**NOTE:** Data shown in *<Bold-Italics>* is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

SURETY BOND  
IMPROVEMENT GUARANTEE

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

WHEREAS, the County of Ventura ("County") and *<Principal's Name>*, hereinafter designated as "principal", have entered into an agreement dated *<June 19, 2012>* whereby principal has agreed to complete certain designated public improvements identified as project *<Project Description>*, as described in said agreement which is incorporated herein by this reference and made a part hereof; and

WHEREAS, said principal is required, under the terms of said agreement, to furnish a bond guaranteeing the replacement and repair of improvements contained in said agreement for a period of one (1) year from the date of County's acceptance of the improvements of Tract *<Tract No.>*.

NOW, THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto the County in the penal sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation are such that if the principal, its heirs, executors, administrators, successors or assigns, shall repair, replace and correct any defective workmanship and materials regarding the public improvements at the time and in the manner specified in said agreement during the one (1) year guarantee period, and shall indemnify and save harmless County, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of same.

Nothing herein shall limit the County's rights or surety's obligations under the agreement or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*<Principal's Name>*  
(Name of Principal)

By \_\_\_\_\_  
Title \_\_\_\_\_

(Name of Surety)

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

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

DS-185

**NOTE:** Data shown in *<Bold-Italics>* is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

BOND NO. \_\_\_\_\_

SURETY BOND  
MONUMENTS

KNOW ALL PERSONS BY THESE PRESENTS: That *<Principal's Name>* as "principal", and the undersigned, as corporate surety, are held and firmly bound unto the County of Ventura in the sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*) for which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the principal is the owner of Ventura County Tract No. *<Tract No.>* which is subject to the requirement of having sufficient durable monuments to conform with the standards described in California Business and Professions Code Section 8771; and

WHEREAS, the principal is legally obligated to cause said monuments to be set; and

WHEREAS, the principal, as a condition to filing a final subdivision map on said tract, is required pursuant to California Government Code Sections 66441 and 66498, inclusive, to execute a bond guaranteeing payment to the registered civil engineer or licensed surveyor for the setting of these monuments.

NOW, THEREFORE, if the principal shall pay the registered civil engineer or licensed surveyor for his or her services in setting the monuments for the above referenced tract, and said engineer or licensed surveyor sets such monuments in accordance with professional standards, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and, upon demand by the County, surety shall cause the setting of such monuments to be completed in accordance with professional standards or pay to the County an amount not to exceed that set forth above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*<Principal's Name>*  
(Name of Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

(Name of Surety)

By \_\_\_\_\_

Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

DS-186

**NOTE:** Data shown in *<Bold-Italics>* is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

SURETY BONDS

Bond

No. \_\_\_\_\_

PERFORMANCE AND PAYMENT

WHEREAS, Ventura County Waterworks District No. <1> ("District"), and <Principal's Name> , hereinafter designated as "principal", have entered into a contract dated <June 19, 2012> whereby Principal has agreed to complete certain designated public improvements identified as project <Project Description>, and to perform other duties and obligations as described in said contract, the terms and conditions of which are incorporated herein by this reference and made a part hereof; and

WHEREAS, said principal is required under the terms of said contract to furnish a bond to guarantee principal's faithful performance of said contract.

NOW, THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto the District in the penal sum of <One Thousand Dollars and No Cents> (<\$1,000.00>), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, 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 provisions in the said contract and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District and its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The above obligation shall continue after District's acceptance of the improvements for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the improvements and/or fails to protect District from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

PAYMENT BOND

AND, WHEREAS, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the District to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW THEREFORE, said principal and the undersigned, as corporate surety, are held firmly bound unto the District and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of <One Thousand Dollars and No Cents> (<\$1,000.00>) for materials furnished or labor thereon of any kind or, for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

GENERAL TERMS

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of same.

Nothing herein shall limit the District's rights or surety's obligations under the contract or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_, 20

<Principal's Name>

(Name of Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

(Name of Surety)

By \_\_\_\_\_

Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

A-467/9-WWC

NOTE: Data shown in <Bold-Italics> is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

SURETY BOND  
TAXES

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

KNOW ALL PERSONS BY THESE PRESENTS: That *<Principal's Name>* as principal, and the undersigned, as corporate surety, are held and firmly bound unto the County of Ventura, in the sum of *<One Thousand Dollars and No Cents>* (*<\$1,000.00>*) for which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents. The condition of the above obligation is such that:

WHEREAS, the principal is the owner of Ventura County Tract No. *<Tract No.>* which is subject to a lien for taxes and/or special assessments collected as taxes which are not yet due and payable; and

WHEREAS, the principal is legally obligated to pay said taxes and/or special assessments; and

WHEREAS, the principal, as a condition to filing a final subdivision map on said tract, is required pursuant to California Government Code Sections 66493 to execute a bond guaranteeing payment of said taxes and/or special assessments.

NOW, THEREFORE, if the principal shall pay all state, county, municipal and local taxes and the current installment of principal and interest of all special assessments collected as taxes, which at the time the final map is recorded are a lien against the property, but which are not yet payable, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and, upon demand by the obligee, surety shall pay to the obligee the balance owed for said taxes and/or special assessments in an amount not to exceed that stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

*<Principal's Name>*

(Name of Principal)

COUNTY CLERK-RECORDER STAMP REQUIRED

By \_\_\_\_\_

Title \_\_\_\_\_

(Name of Surety)

By \_\_\_\_\_

Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

A-468

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH  
CORRESPONDENCE CONCERNING THIS BOND SHOULD  
BE DIRECTED.

**NOTE:** Data shown in *<Bold-Italics>* is automatically filled into the form when OK is clicked on the input data form. Dates and dollar amounts show example formatting. The values from the input form will be entered.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_, as principal,  
and \_\_\_\_\_

\_\_\_\_\_, as corporate surety,  
are held and firmly bound unto <AGENCY NAME> as obligee, in the sum of Ten Percent (10%) of the total amount of principal's bid or proposal for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, principal has submitted a bid or proposal to obligee on a contract for <PROJECT NAME>, Spec No. <aayy-nn>.

NOW, THEREFORE, if that contract be awarded to principal and principal shall, within such time as specified, duly execute the contract in the prescribed form and deliver the same to obligee with all required bonds/performance securities, certificates of insurance and such other items as required in the bidding or contract documents then this obligation shall be null and void; otherwise to remain in full force and effect, and if the contract is awarded to principal and principal fails, within the time specified, to duly execute the contract in the prescribed form and deliver the same to obligee with all said required items, then surety shall pay obligee the full sum of this bond.

Surety, for value received, hereby agrees that no extension of time, change, alteration, modification, or addition to the bidding or contract documents, or of the work required thereunder, shall release or exonerate surety on this bond or in any way affect the obligation of this bond; and surety does hereby waive notice of same.

Signed, sealed and dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Principal)

by \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Surety)

by \_\_\_\_\_  
Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Form PW-B-1

**PWA Staff note:**

Use template: F:\shared\PWA Forms\Plans&SpecsPkg\ PROPOSAL.dotx. (Last page)

An input data form will be displayed when the file name is clicked on in Explorer.

Data shown in <Bold-Italics> (RED in template) must be filled into the form.

## SURETY BOND FOR PERFORMANCE

Bond Number: \_\_\_\_\_

Whereas, the County of Ventura, hereinafter called "Agency", and *<Principal's Name>* hereinafter called "principal", have duly entered into *<Agreement Type>* agreement with Agency, dated *<Agreement Date>*, authorizing principal's *<Agreement Purpose>* ("Agreement"), which Agreement is incorporated herein by this reference and made a part hereof;

Whereas, principal is required under the terms of said Agreement to furnish and maintain a bond to guarantee principal's faithful performance of all terms and conditions of said Agreement for the duration thereof;

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of *<Bond Amount in words>* (*<Bond Amount in numbers>*) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if principal shall faithfully and strictly perform its duties under the Agreement in accordance with each of the terms, provisions, stipulations, conditions, obligations, indemnities, warranties and guarantees therein then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect.

The surety, for value received, hereby stipulates and agrees that no change, amendment, extension of time, alterations or additions to the terms of the Agreement or to the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice thereof.

Nothing herein shall limit the Agency's rights or principals or surety's obligations under the Agreement or applicable law.

This bond shall remain in effect for the duration of the Agreement, including any extensions thereof, unless canceled sooner by surety, which must provide Agency written notice at least thirty (30) days prior to the effective date of such cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL  
*<Principal's Name>*

SURETY

By: \_\_\_\_\_  
\_\_\_\_\_(Title)

By: \_\_\_\_\_  
\_\_\_\_\_(Title)

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

WM-468

**NOTES:** Items in *<Bold-Italics>* are to be inserted. Bond-WM-468A.dotm is a template available to make bond form WM-468 for all IWMD Bond Types.

BOND TYPE	AGREEMENT TYPE	PURPOSE
Compost	a compost materials handling facility	collection and handling of compost material
Hazardous	a Household & Small Quantity Generator Hazardous Waste Collection	collection and management of hazardous waste
Electronic	an Electronic Waste Collection	collection and management of electronic waste
Commercial	a commercial solid waste collection	collection and disposal of solid waste
Commercial+Residential	a commercial solid waste collection and a residential solid waste collection	collection and disposal of solid waste
Landfill	Operation & Closure of Simi Valley Landfill & Recycling Center	performance for the operation and closure of landfill



Must be issued by a federally insured commercial bank with offices in California

ON BANK'S LETTERHEAD OR BANK'S STANDARD FORM SHOWING BANK'S NAME AND ADDRESS

Irrevocable Letter of Credit No. \_\_\_\_\_ Date \_\_\_\_\_

Clerk, Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Gentlemen:

For account of (Principal's Name \_\_\_\_\_), we hereby authorize you irrevocably to draw on (Name of Bank \_\_\_\_\_) up to an aggregate amount of (Amount of Security \_\_\_\_\_) available by your drafts at sight, signed by the Clerk of the Board of Supervisors when accompanied by a statement reading as follows: " (Principal's Name) has failed to carry out all terms of the permit (Permit Identification) issued by the County of Ventura ", and listing in general terms such items involved.

This letter of Credit shall be valid until one year from the date hereof and shall thereafter be automatically renewed for a one year period upon such date and upon each anniversary of such date, unless 60 days prior to such date or each anniversary of such date, we notify the Clerk of the Ventura County Board of Supervisors in writing at 800 South Victoria Avenue, Ventura, CA 93009, by personal service or registered mail, that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice, you may draw hereunder by your drafts drawn at sight on us and accompanied by a statement to the effect that all of the terms of said permit have not been completed as of that date.

All drafts drawn under this credit must bear its date and number and the amounts must be endorsed on the reverse side of this Letter of Credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn upon and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

This credit is subject to the International Standby Practices, International Chamber of Commerce, Publication ISP98.

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

Must be issued by a federally insured commercial bank with offices in California

ON BANK'S LETTERHEAD OR BANK'S STANDARD FORM SHOWING BANK'S NAME AND ADDRESS

Irrevocable Letter of Credit No. \_\_\_\_\_ Date

Clerk, Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Gentlemen:

For account of (Principal's Name \_\_\_\_\_), we hereby authorize you irrevocably to draw on (Name of Bank \_\_\_\_\_) up to an aggregate amount of (Amount of Security \_\_\_\_\_) available by your drafts at sight, signed by the Clerk of the Board of Supervisors when accompanied by a statement reading as follows: " (Principal's Name) has failed to carry out all terms of the contract (Agreement or Contract Identification) dated \_\_\_\_\_ for (Project Name) with County of Ventura ", and listing in general terms such items involved or " (Principal's Name) has failed to pay all laborers and materials suppliers furnishing services for said work while performing (Agreement or Contract Identification) dated \_\_\_\_\_ for (Project Name) with County of Ventura ".

This letter of Credit shall be valid until one year from the date hereof and shall thereafter be automatically renewed for a one year period upon such date and upon each anniversary of such date, unless 60 days prior to such date or each anniversary of such date, we notify the Clerk of the Ventura County Board of Supervisors in writing at 800 South Victoria Avenue, Ventura, CA 93009, by personal service or registered mail, that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice, you may draw hereunder by your drafts drawn at sight on us and accompanied by a statement to the effect that all of the terms of said contract have not been completed as of that date.

All drafts drawn under this credit must bear its date and number and the amounts must be endorsed on the reverse side of this Letter of Credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn upon and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

This credit is subject to the International Standby Practices, International Chamber of Commerce, Publication ISP98.

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

Must be issued by a federally insured commercial bank with offices in California

ON BANK'S LETTERHEAD OR BANK'S STANDARD FORM SHOWING BANK'S NAME AND ADDRESS

Irrevocable Letter of Credit No. \_\_\_\_\_ Date \_\_\_\_\_

Clerk, Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Gentlemen:

For account of (Principal's Name \_\_\_\_\_), we hereby authorize you irrevocably to draw on (Name of Bank \_\_\_\_\_) up to an aggregate amount of (Amount of Security \_\_\_\_\_) available by your drafts at sight, signed by the Clerk of the Board of Supervisors when accompanied by a statement reading as follows: " (Principal's Name) has failed to pay all laborers and materials suppliers furnishing services for said work while performing work under terms of the Agreement dated \_\_\_\_\_ for (Project Name)."

This letter of Credit shall be valid until nine months from the date hereof and shall thereafter be automatically renewed for a one year period upon such date and upon each anniversary of such date, unless 60 days prior to such date or each anniversary of such date, we notify the Clerk of the Ventura County Board of Supervisors in writing at 800 South Victoria Avenue, Ventura, CA 93009, by personal service or registered mail, that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice, you may draw hereunder by your drafts drawn at sight on us and accompanied by a statement to the effect that all of the terms of said contract have not been completed as of that date.

All drafts drawn under this credit must bear its date and number and the amounts must be endorsed on the reverse side of this Letter of Credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn upon and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

This credit is subject to the International Standby Practices, International Chamber of Commerce, Publication ISP98.

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature      \_\_\_\_\_  
(Bank Officer)  
Authorized Signature

Must be issued by a federally insured commercial bank with offices in California

ON BANK'S LETTERHEAD OR BANK'S STANDARD FORM SHOWING BANK'S NAME AND ADDRESS

Irrevocable Letter of Credit No. \_\_\_\_\_ Date

Clerk, Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Gentlemen:

For account of (Principal's Name \_\_\_\_\_), we hereby authorize you irrevocably to draw on (Name of Bank \_\_\_\_\_) up to an aggregate amount of (Amount of Security \_\_\_\_\_) available by your drafts at sight, signed by the Clerk of the Board of Supervisors when accompanied by a statement reading as follows: " (Principal's Name) has failed to carry out all terms of the contract (Agreement or Contract Identification) guaranteeing the replacement and repair of improvements dated for (Project Name) with County of Ventura ", and listing in general terms such items involved.

This letter of Credit shall be valid until one year from the date hereof and shall thereafter be automatically renewed for a one year period upon such date and upon each anniversary of such date, unless 60 days prior to such date or each anniversary of such date, we notify the Clerk of the Ventura County Board of Supervisors in writing at 800 South Victoria Avenue, Ventura, CA 93009, by personal service or registered mail, that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice, you may draw hereunder by your drafts drawn at sight on us and accompanied by a statement to the effect that all of the terms of said contract have not been completed as of that date.

All drafts drawn under this credit must bear its date and number and the amounts must be endorsed on the reverse side of this Letter of Credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn upon and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

This credit is subject to the International Standby Practices, International Chamber of Commerce, Publication ISP98.

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

Must be issued by a federally insured commercial bank with offices in California

ON BANK'S LETTERHEAD OR BANK'S STANDARD FORM SHOWING BANK'S NAME AND ADDRESS

Irrevocable Letter of Credit No. \_\_\_\_\_ Date \_\_\_\_\_

Clerk, Board of Supervisors  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Gentlemen:

For account of (Principal's Name \_\_\_\_\_), we hereby authorize you irrevocably to draw on (Name of Bank \_\_\_\_\_) up to an aggregate amount of (Amount of Security \_\_\_\_\_) available by your drafts at sight, signed by the Clerk of the Board of Supervisors when accompanied by a statement to the effect that (Principal's Name) has failed to have all monuments for (Land Subdivision Identification) set by required date or that the Engineer or Surveyor has not been paid for setting the monuments within three months after giving notice that they have been set and notice that he has not been paid.

This letter of Credit shall be valid until one year from the date hereof and shall thereafter be automatically renewed for a one year period upon such date and upon each anniversary of such date, unless 60 days prior to such date or each anniversary of such date, we notify the Clerk of the Ventura County Board of Supervisors in writing at 800 South Victoria Avenue, Ventura, CA 93009, by personal service or registered mail, that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice, you may draw hereunder by your drafts drawn at sight on us and accompanied by a statement to the effect that all of the terms of said contract have not been completed as of that date.

All drafts drawn under this credit must bear its date and number and the amounts must be endorsed on the reverse side of this Letter of Credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn upon and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

This credit is subject to the International Standby Practices, International Chamber of Commerce, Publication ISP98.

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

\_\_\_\_\_  
(Bank Officer)  
Authorized Signature

## GENERAL LETTER OF CREDIT FORMAT

Must be issued by a federally  
insured commercial bank with  
offices in California

ON BANK'S LETTERHEAD  
OR BANK'S STANDARD FORM SHOWING  
BANK'S NAME AND ADDRESS

Irrevocable Letter of Credit No. \_\_\_\_\_ Date \_\_\_\_\_

Clerk of the Board of Supervisors

(Obligee's Name)

800 South Victoria Avenue

Ventura, California 93009

Gentlemen:

For account of (Principal's Name) we hereby authorize you irrevocably to draw on (Name of Bank) up to an aggregate amount of (Amount of Security) available by your drafts at sight, signed by the Clerk of the Board of Supervisors when accompanied by a statement to the effect that (Principal's Name) has failed to

Alt.A carry out all terms of the contract (Land Development Contract identification) with (Obligee's Name) or has failed to pay all laborers and materials suppliers furnishing services for said work, and listing in general terms such items involved.

Alt.B carry out all of the terms of the permit (Permit identification) issued by the (Obligee's Name), and listing in general terms such items involved.

This Letter of Credit shall be valid until one year from the date hereof and shall thereafter be automatically renewed for a one year period upon such date and upon each anniversary of such date, unless 60 days prior to such date or each anniversary of such date, we notify the Clerk of the Ventura County Board of Supervisors in writing at 800 South Victoria Avenue, Ventura, California 93009, by personal service or registered mail, that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice, you may draw hereunder by your drafts drawn at sight on us and accompanied by a statement to the effect that

Alt.A all of the terms of said contract have not been completed as of that date.

Alt.B all of the terms of said permit have not been complied with as of that date.

All drafts drawn under this credit must bear its date and number and the amounts must be endorsed on the reverse side of this letter of credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee. This credit is subject to the International Standby Practices, International Chamber of Commerce, Publication ISP98.

\_\_\_\_\_  
(Bank Officer)

Authorized Signature

\_\_\_\_\_  
(Bank Officer)

Authorized Signature

A-474

*Use the same Alt. letter for both places or prepare other similar appropriate wording for both places to cover other situations for which security is required.*

ASSIGNMENT APPENDIX F

SECURITY FOR: \_\_\_\_\_  
Name and Number of Contract

TO INSURE \_\_\_\_\_  
Type of Performance

\_\_\_\_\_, hereinafter called ASSIGNOR,  
Name

whose principal place of business is \_\_\_\_\_  
Street City ZIP

do (does) hereby assign, and set over to the County of Ventura all right, title and interest of whatever nature, or assignor,  
in and to the insured account of assignor in the \_\_\_\_\_

\_\_\_\_\_ Name of Bank  
evidenced by \_\_\_\_\_ account numbered \_\_\_\_\_ in the amount of  
Certificate of Deposit, Passbook, etc.

\$ \_\_\_\_\_, which is delivered to the County of Ventura herewith. Assignor agrees that this assignment carries with it the  
right in the insurance of the account by the Federal Deposit Insurance Corporation, and includes and gives the right to the County  
of Ventura to redeem, collect, and withdraw the full amount of such account at any time WITHOUT NOTICE TO ASSIGNOR. This  
assignment is given as security for the contract referenced above.

Assignor hereby notifies the above-named Bank of this assignment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assignor

RECEIPT FOR NOTICE OF ASSIGNMENT

Receipt is hereby acknowledged to the County of Ventura of  
written notice of the assignment to said County of the account  
identified above. We have noted in our records the County's  
interest in said account as shown by the above assignment and  
have retained a copy of this sheet. We certify that we have  
received no notice of any lien, encumbrance, hold, claim, or  
obligations of the above identified account prior to the  
assignment to the County of Ventura. We agree to make  
payment to the County of Ventura upon request in accordance  
with the banking law applicable to this bank on written request  
of the Ventura County Clerk of the Board of Supervisors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City CA Zip

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Officer

RECEIPT OF SECURITY  
AND  
DIRECTION TO PAY EARNING

Receipt is acknowledged of the above assignment and the  
account identified in the above assignment. The savings and  
loan association or bank named in the above assignment is  
hereby authorized and directed to pay any earnings on the  
above-identified account to the above-named assignor until  
otherwise notified in writing by the County of Ventura.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Authorized Employee

For any question concerning this assignment transaction,  
please call:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone No.

- Copy 1, 2 & 3 - To County of Ventura
- Copy 2 - County returns to Bank after signing
- Copy 3 - County furnishes to Assignor after signing
- Copy 4 - Retained by Bank when signing.

DS-189

RELEASE OF CERTIFICATE OF DEPOSIT

LETTER FORMAT

On County Letterhead

(Date)

(Bank Name)  
(Address)

Attention: (Name)

Subject: CERTIFICATE OF DEPOSIT NO.

Subject Certificate of Deposit dated \_\_\_\_\_ with interest payable to  
\_\_\_\_\_ and principal

(payable/assigned) to (County of Ventura, VCWPD, VCWWD, or a Special District) was issued to secure performance of work under (Contract Number, Permit Number, or other identification). The required work has been satisfactorily completed and you are hereby authorized to release our claim on the Certificate of Deposit and reassign the principal to the original owner.

If you have any questions, please telephone the undersigned at (Phone Number).

(Signature)  
Deputy Director of Public Works

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

MARK A. LUNN, County Clerk

By \_\_\_\_\_  
Deputy Clerk