

_____ DISTRICT

Surety Bond No.

Date: _____

CAO Risk Mgmt No.

C.D. # ___

BOND

EXCAVATION – LATERAL SUPPORT

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____

(hereinafter called the Principal), as principal, and the _____

_____, a corporation

organized and existing under any by virtue of the laws of the State of _____, as

Surety, and duly licensed for the purpose of making guaranteeing, or becoming sole Surety upon

the bonds or undertakings required or authorized by the laws of the State of California, as Surety,

are held and firmly bound unto the City of Los Angeles, California (hereinafter called the

obligee) in the just and full sum of _____ Dollars (_____) lawful

money of the United States of America, for the payment of which, well and truly to be made, we

hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns,

jointly and severally, firmly by this presents.

WHEREAS, the Principal contemplates construction of

EXCAVATION – LATERAL SUPPORT located at: _____

in the City of Los Angeles, California, and in so doing plans to excavate into or adjacent to the

public street areas at said location, as shown on the plans and profiles on file with said City; and

WHEREAS, such excavation and construction operations are hazardous to the public and

adjacent buildings, substructures, streets, street improvement and public utilities, and

WHEREAS, Section 62.02(f) 4 of the Los Angeles Municipal Code requires the posting of a

bond where such excavation imperils the lateral support of public street, or improvements or

property therein;

NOW, THEREFORE, the condition of this obligation is such that if the principal shall pay to the

City of Los Angeles any and all loss, cost or damage sustained by the City by reason of the

excavation and construction by the principals at the above described location, then this obligation

shall be void; otherwise to remain in full force and effect.

This bond effective from the date hereof and for the period the excavation remains open and incomplete, and for the further period of two years after the completion thereof.

Date: The _____ day of _____, _____

(Principal)



Address: _____

(Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____)

On _____ before me, _____, Notary Public
(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)