

**CORPORATE SURETY PERFORMANCE BOND
FOR ROADWAY ENCROACHMENT PERMITS**

Bond Number: _____

WHEREAS, _____, hereinafter designated as "PRINCIPAL," has obtained Roadway Encroachment Permit number _____ from the County of Alameda, hereinafter designated "COUNTY," whereby PRINCIPAL has agreed to All utility hookups, fire hydrant, sidewalk and curb work at that portion of the public roadway right-of-way located at _____, subject to the terms and conditions of said permit, which is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of said permit to furnish a bond for the faithful performance of said permit.

NOW, THEREFORE, we, the PRINCIPAL, and _____, as SURETY, are held and firmly bound to COUNTY in the penal sum of _____ dollars (_____), 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 above bounded PRINCIPAL, his (hers, 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 permit and any alteration thereof made as therein provided, on his or their 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, its board, 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.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by COUNTY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above named, on _____ .

By: _____

(Signature of PRINCIPAL)

By: _____

(Signature of 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)