

Bond No. _____

ENCROACHMENT PERMIT BOND

City of Brentwood, Public Works Department - Engineering Division

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, hereinafter referred to collectively as "Principal", and _____, a _____ organized and existing under the laws of the State of _____, and duly authorized to transact surety business in the State of California, as, and hereinafter referred to as "Surety", are held and firmly bound to the **City of Brentwood**, hereinafter referred to as "City", in the sum of _____ dollars (\$_____), for the payment of which Principal and Surety bind themselves, their heirs, legal representatives, executors, administrators, successors and assign jointly and severally, as follows:

WHEREAS, Title 12, Sections 12.08.180 through 12.08.250, of the City of Brentwood Municipal Code provides that an applicant for an Encroachment Permit ("Permit") must provide a bond, as herinafter conditioned, to ensure compliance with all terms of the City Standard Plans and Specifications, City Codes, applicable Conditions of Approval, approved plans and permit provisions; and

WHEREAS, Principal, has made or will make application for Encroachment Permit No. _____ for purposes of encroachment upon City right-of-way for the purpose(s) and at the location(s) as follows:

"Description of improvements to be performed, address, project and/or project number"

WHEREAS, the duration of this bond shall be from the date of execution until written notice of exoneration on this bond is received by the Surety from the City Engineer; and

WHEREAS, Surety shall notify the City Engineer in writing of any change in the status of the bond within 60 days and any change in Surety's mailing address.

THEREFORE, THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:

1. All work shall be done in accordance with the plans and specifications approved by the City of Brentwood and in compliance with the terms and conditions of the permit and all applicable laws, including but not limited to restoration of the City right-of-way to at least as good as preconstruction conditions, and traffic control measures to ensure the public safety and least amount of inconvenience.

2. In the event Principal fails to comply with the provisions of the permit and all applicable laws, Surety agrees that it shall promptly complete the work required and make the City right-of-way and surrounding premises safe to persons and property to the satisfaction of the City Engineer. In the event Surety fails to promptly do so, Surety

shall pay City all costs and expenses incurred in making City right-of-way and surrounding premises safe to the satisfaction of the City Engineer. In the event legal action is necessary to enforce this obligation, Principal and Surety agree to pay all cost incurred therein.

3. The Surety agrees that no change, extension of time, alteration or addition, granted by the City Engineer, to the terms of said permit or specifications accompanying the same shall in any manner affect its obligations on this bond and hereby waives notice of any such change, extension, alteration or addition.

4. The Principal and Surety shall be responsible for all liability imposed by law for personal injury or property damages proximately caused by work permitted and done under the permit, or proximately caused by failure on the Principal and Surety part to perform obligations under the permit in respect to maintenance. If any claim of such liability is made against the City, its officers, agent, volunteers and employees, the Principal and Surety shall defend, indemnify and hold them harmless from such claim insofar as permitted by law.

5. If the Principal performs the work in accordance with the above conditions and to satisfaction of the City Engineer, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

SURETY

PRINCIPAL

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Note: Signature of person execution for Surety must be notarized and evidence of corporate authority attached.