

BOND FOR LABOR AND MATERIAL
ENCROACHMENT PERMIT NO. _____

We, the undersigned _____, (hereinafter "Principal") and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of California, as Surety, are obligated to the City of Campbell (hereinafter "City"), a municipal corporation under the laws of the State of California, in the sum of _____ Dollars (\$_____) for the payment of which sum we obligate ourselves and our successors and assigns, jointly and severally by the following provisions:

The condition of this obligation is that the Principal entered, or is about to enter, into a certain written Encroachment Permit with the City dated _____, 20_____, which said Encroachment Permit No. _____ is hereby referred to and made a part hereof.

Because Principal is required to furnish a bond in connection with the Encroachment Permit, providing that if Principal, or any of its subcontractors, shall fail to pay for any materials, or other supplies, or for any work or labor on the permitted work of any kind, or for amounts due under the unemployment insurance act with respect to any work or labor on this project, the Surety on this bond will pay for the debt, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court.

Now, therefore, we, _____, as Principal, AND _____, as Surety, are obligated to the City of Campbell, and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement in the sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sums will and truly to be made, we the said Principal and Surety bind ourselves, successors and assigns, jointly and severally, by these provisions.

The condition of this obligation is that if Principal, its successors or assigns, or its subcontractor, or subcontractors, shall fail to pay for any labor, materials, or other supplies, used in the performance of the work permitted to be done, or for amounts due under the unemployment insurance act with respect to this work or labor, then the Surety on this bond will pay for them, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, to be fixed by the court. Venue for any action arising out of this obligation shall lie in the County of Santa Clara, State of California.

It is 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 15 (commencing with Section 3082) of Part 4 of Division 3 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 the 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.

No prepayment or delay in payment and no changes, extensions, addition or alteration of any provision of said Encroachment Permit or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

In witness, the parties have executed this agreement as of _____, 20_____.

(Principal)
By _____
Title _____

(Surety)
By _____
Address of Surety: _____

(Attach Acknowledgments
Both Principal's and Surety's
Attorney in Fact)

Surety's Bond Number _____
(Accompany this bond with attorney-in-fact's authority from Surety to execute the bond, certified to include the date of the bond.)