

Effective Date: \_\_\_\_\_

Bond No: \_\_\_\_\_

Premium: \_\_\_\_\_

AMOUNT: \$25,000.00 STREET EXCAVATION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (hereinafter called the "PRINCIPAL"), as Principal, and the \_\_\_\_\_, of the City of \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, (hereinafter called the "SURETY"), as Surety, are held and firmly bound unto CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA, (hereinafter called the "OBLIGEE"), in the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which sum well and truly to be made, we said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

WHEREAS, The Principal intends to apply for a permit to make and excavation in the public street, within the City and County of San Francisco and is required to furnish a bond in accordance with Article 2.4 of the Public Works Code of the City and County of San Francisco.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall comply with the terms and conditions of said Article, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This bond shall be and remain in full force for a period of three (3) years after the restoration of the pavement:

The surety shall have the right to terminate its liability hereunder by notifying in writing Department of Public Works, Bureau of Street-Use and Mapping, 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, CA 94103, 30 days in advance of its intention to do so. Provided that any restoration of the pavement is more than three (3) years ago.

PROVIDED FURTHER, the liability of the SURETY shall in no event exceed the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00).

Principal

By: \_\_\_\_\_  
(Principal)

Contact Name & Number: \_\_\_\_\_  
(Principal)

\_\_\_\_\_ INSURANCE CO.

Contact Name & Number: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in fact (w/ notary public acknowledgment)

The Principal identified above shall provide the Name of the Company as well as the State Contractor License Information.

## 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)