

CITY OF MISSION VIEJO

ENCROACHMENT BOND EXECUTION INSTRUCTIONS

1. **All blanks in the bond form must be completed** (with the exception of the Permit Number). This includes identifying the location of the work.
2. **Both the Principal and the Surety must execute bonds.**
3. **If the Principal is a corporation**, the bond must be executed in the corporation name and signed by the President or Vice President and the Secretary or Assistant Secretary and the corporate seal affixed. As an alternative, others may sign on behalf of the corporation if a corporate resolution duly executed with the corporate seal affixed is presented authorizing the individuals who have signed the bond to bind the corporation.

If the Principal is a partnership, all partners must sign the bond. If the partnership is comprised of two or more corporations, each corporation's President or a Vice President and Secretary or Assistant Secretary must sign the bond. The above alternative may also be used with the appropriate resolution.

If the Principal is an individual, doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also.
4. The names of all signatories must be typed in where indicated in the signature blocks.
5. **The signatures of both the Principal and the Surety on the bond must be notarized.**
6. The bond must contain signed approval by the City Attorney of the City of Mission Viejo.
7. The bond, after approval by the City Attorney, will be returned to the City Clerk for processing.

NOTE: *Two copies of the Encroachment Bond shall be submitted to the City (two originals or one original and one copy).*

CITY OF MISSION VIEJO
ENCROACHMENT PERMIT BOND

WHEREAS, _____ (hereinafter designated as "Principal") has been issued Encroachment Permit No. _____ in order to perform the following described work: _____

WHEREAS, the terms of this bond are as follows:

- (1) That all work shall be done in compliance with the terms of said Encroachment Permit and all other applicable laws, ordinances and regulations of the City of Mission Viejo.
- (2) That all work shall be done in accordance with plans and specifications approved by the City Engineer.
- (3) That all work permitted shall be conducted so as to return all public property to as good condition as before the work began.
- (4) That in the event the Principal fails to comply with the above terms and conditions, the Surety will promptly comply with any order of the City Engineer requiring the work authorized by the Permit to be completed and that the property covered by the Permit be made safe to life and property to the satisfaction of the City Engineer, and in the event such Surety fails to promptly do so, the Surety will pay the City of Mission Viejo all costs and expenses incurred by said City in completing said work and making the property safe to life and property to the satisfaction of the City Engineer.
- (5) That neither the City nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Principal under or in connection with any work permitted under said Encroachment Permit. It is also understood and agreed that Principal

shall fully indemnify, defend and hold City harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Principal under or in connection with any work permitted under said Encroachment Permit.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Mission Viejo, California, in the penal sum of \$_____, lawful money of the United States, for the payment of such sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions of this Bond; otherwise, this obligation 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 City 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 renewal, change, extension of time, alteration or addition to the terms of said Encroachment Permit or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such renewal, change, extension of time, alteration or addition to the terms of said Encroachment Permit.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

SURETY

PRINCIPAL

By: _____
Attorney-in-Fact

By: _____

Name

Name

Address

Title

(Attach Notary Acknowledgment)

Address

By: _____

Name

Title

Address

APPROVED AS TO FORM:

William P. Curley III
City Attorney