

Bond No. _____

Effective Date: _____

Premium: _____

**ENCROACHMENT PERMIT
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____,
a California corporation, as Principal hereinafter called the "CONTRACTOR", and _____
_____ as Surety, are held
and firmly bound unto the City of Newark, State of California, in the sum of _____
_____ Dollars,
lawful money of the United States of America, for the payment of which sum, well and truly to be
made to said City of Newark, we and each of us 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 _____, _____.

The condition of the above obligation is such that whereas, the above named Contractor has applied
for an Encroachment Permit under Newark Municipal Code Chapter 12.08, City of Newark, State of
California, by the terms and conditions of which said Encroachment Permit, said Contractor agrees
to restore to the satisfaction of the City Engineer all public improvements, including but not limited
to all work associated with monument sign installation, street pavement, sidewalk, landscaping, and
curb and gutter removed or damaged and furnish all of the work and material necessary therefore, in
accordance with the plans and/or specifications now on file in the Office of the City Engineer, as will
more fully appear by reference to the said Permit, which said Permit is hereunto annexed and made
a part hereof;

NOW THEREFORE, if the above named Contractor shall well and truly carry out, execute and
perform all things by them to be carried out, executed and performed, according to the terms and
conditions of said Permit, then this obligation shall become null and void; otherwise to remain in full
force and effect.

No alteration of any provision of said Encroachment Permit, or in said plans and/or specifications, agreed to between the said Contractor and the City Engineer, shall operate to relieve any surety or sureties from liability on this Bond, and consent to make such alterations without further notice to, or consent by such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

CONTRACTOR:

Print Name: _____

Signature: _____

Title: _____

SURETY:

Office Address:

City _____ State _____ Zip _____

Phone: _____

SURETY AGENT:

Print Name: _____

Signature: _____, Attorney in Fact

Home Office Address:

City _____ State _____ Zip _____

Phone: _____