

**Surety Bond**  
**Performance (or Payment)**  
**Grading and Erosion Control**

**BOND No.** \_\_\_\_\_

<b>ADDRESS:</b> _____	<b>OWNER</b> _____
<b>PARCEL No:</b> ___ - ___ - ___ - ___	<b>PRINCIPAL:</b> _____
<b>PERMIT: GR</b> _____	<b>AMOUNT:</b> _____

As required by the Oakland Municipal Code for approval of the permit referred to above and made a part hereof, the City of Oakland (“City”), a California municipal corporation, and \_\_\_\_\_ (“Principal”), a California \_\_\_\_\_ (no. \_\_\_\_\_) have entered into an Agreement whereby said Principal will construct certain improvements as specified in said permit. Before commencing said work, said Principal is required to furnish a good and sufficient instrument to secure its **faithful performance of (or payment of labor and materialsmen for)** said work.

The Principal and \_\_\_\_\_, as their Surety and a California corporation authorized to transact such business, are held and firmly bound unto the CITY, in the penal sum of \_\_\_\_\_ dollars (\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind our heirs, ourselves, successors, executors and administrators, jointly and severally, firmly by these presents for the **performance (or payment)** of said work.

The condition of this obligation is such that if said Principal and its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Oakland and its officials, officers, employees, representatives, agents, and volunteers as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to said work to be performed there under or the plans and specifications accompanying the permit referred to above shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the plans and specifications.

*add the following for payment bond:* It is hereby 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.

**IN WITNESS WHEREOF**, this instrument has been duly executed by said Owner and said Surety named above, on the dates indicated below:

OWNER

SURETY

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

(notary seal)

(corporate authorization)

## 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)