**CITY OF SOUTH SAN FRANCISCO**

**GRADING PERMIT PERFORMANCE BOND**

Bond #:

Premium:

KNOW ALL MEN BY THESE PRESENTS:  

That we,  , as Principal and  , Incorporated under the laws of the State of  , with principal office in

as Surety, are held and firmly bound unto City of South San Francisco, California, in penal sum of

 **Thousand Dollars and no/100 (** ***)*** lawful money of the United States for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Whereas, the said principal has obtained Grading permit No.,from the City of South San Francisco which requires special condition No. 27 thereof the following:

 Permittee shall post a  Thousand Dollars ( ) corporate surety bond to secure performance of the following conditions of this Grading Permit. Maintenance of adequate dust control measures, removal of soil, mud and other materials caused to overflow upon the public streets or obstruct the City storm drains, and remedial work necessary to cure or remove public nuisances caused by dangerous cuts or embankments made in the course of performing the grading work, and to indemnify the City in accordance with Section 13.04.160 of the Municipal Code, with respect to transportation of earth and fill material as provided in special condition No. 27 of the permit.

 The condition of the foregoing obligation is such that, whereas the above bounden Principal has obtained a grading permit from the City of South San Francisco containing conditions requiring maintenance of adequate dust control measures, removal of soil, mud and other materials caused to overflow upon the public streets or obstruct the City storm drains, and remedial work necessary to cure or remove public nuisances caused by dangerous cuts or embankments made in the course of performing the grading work and to indemnify the City in accordance with Section 13.04.160 of the Municipal Code, with respect to transportation of earth and fill material as provided in special condition No. 27 of the above referenced Permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is the said Principal shall indemnify said Obligee against all loss to it caused by said Principal’s breach of any ordinance rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

Provided, “the liability of the Surety upon this bond shall be and remain in full force and effect for the full period of the grading permit, and renewals thereof, issued to the Principal above named, or until ten (10) days after receipt of the Obligee of a written notice signed by such Surety, or its authorized agent stating that the liability of such Surety is thereby terminated and cancelled, and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond to the date of such termination.

SIGNED, SEALED AND DATED THIS  Day of  20