



## ENCROACHMENT PERMIT PACKAGE

The following documents are included in this package:

- Encroachment Permit application
- Statement of insurance requirements
- Insurance and bond forms

City review of the encroachment permit will, under normal circumstances, require (3) business days after the completed package is delivered. To inquire about the status of your permit, please call 707-894-1728 or email Bobby Spagnola at [rspagnola@ci.cloverdale.ca.us](mailto:rspagnola@ci.cloverdale.ca.us).

Permit fees are determined on a case-by-case basis and payment is required before the permit will be issued. When applicable and prior to the issuance of a permit, a contractor is required to provide the city engineer with a performance and payment bond or cash in the amount of no less than \$1,000.00 to assure the work is completed in accordance with the approved plans and specifications, in a timely manner, and in accordance with the conditions and provisions contained in the permit. Provided all conditions are met, the bond is refundable at the end of the project. On completion of the project, the contractor is required to request a refund of the bond by delivering a written request to the City of Cloverdale Engineering Department. Refunds are issued by check six to eight weeks after review and approval.

Insurance certificates and endorsements must be submitted on the forms provided. If documents are submitted on other forms, those endorsements or policies must confirm to the City's requirements.

Your application must include a scale drawing or sketch (8 ½" x 11") illustrating the following:

- Area of work
- Location of all existing underground facilities
- Proposed work to be done
- Proposed trench section (if work involves excavation)
- CAL-OSHA permit (required when excavation is in excess of five-feet deep)
- Traffic control plan (if working in the street, Please Note: a site specific Traffic Control Plan will be needed for each project, MUTCD forms will be accepted on a case-by-case basis)
- No plans are required when the project has been through the improvement plan process

Applications submitted without insurance and endorsements **WILL NOT** be accepted or processed.

To Apply: Go to <https://cloverdaleca.viewpointcloud.com/categories/1080>

### REVIEW PROCESS:

The Engineering Department will review the project, determine the permit condition, application and permit fees, and if any addition information is needed. The applicant will be notified when the permit is ready for issuance and the amount due for all fees. Fees can be paid online when applying for the Encroachment Permit.



# ENCROACHMENT PERMIT APPLICATION

124 N. Cloverdale Blvd., Cloverdale, CA 95425  
 Phone: 707-894-1722 Fax: 707-894-3451  
 www.ci.cloverdale.ca.us

- REQUIRED**
- Application
  - \$ \_\_\_\_\_ Non-Refundable Permit Fee
  - Certificate of Insurance
  - Security Deposit or Performance Bond
  - Project Plans or Street Maps

**SECTION 1: CONTRACTORS AND BUSINESSES TO COMPLETE. SPECIAL EVENT ENCROACHMENTS, START WITH SECTION 2.**

**Worksite Address** \_\_\_\_\_

APN \_\_\_\_\_

**Property Owner Name** \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address: \_\_\_\_\_

**Permittee or Contractor's Name (if different than above)** \_\_\_\_\_

Mailing Address \_\_\_\_\_

**PROJECT INFORMATION**

Project Start Date \_\_\_\_\_  
Month Day Year

Completion Date \_\_\_\_\_  
Month Day Year

Contractor's Cloverdale Business License Info:  
 # \_\_\_\_\_ Exp \_\_\_\_\_  
Number Month Day Year

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

**SECTION 2: SPECIAL EVENT ENCROACHMENT INFORMATION**

**Event Name** \_\_\_\_\_

**Event Address** \_\_\_\_\_

**Property Owner Name** \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address: \_\_\_\_\_

**Permittee's Contact Name** \_\_\_\_\_

**EVENT INFORMATION**

Event Date \_\_\_\_\_  
Month Day Year

Completion Date \_\_\_\_\_  
Month Day Year

Prior Event Date \_\_\_\_\_  
Month Day Year

Street Closures? Yes  No

Alcohol Served? Yes  No

Amplified Music? Yes  No

Mailing Address \_\_\_\_\_

Contact Phone _____	Fax _____	Special Event Application Submitted?	
Email Address: _____		Yes	No <input checked="" type="checkbox"/>

**SECTION 3: All applications received must include copies of valid insurance information (see page \_\_\_\_\_ for minimums)**

AUTOMOBILE  Company Name Policy # Policy Expiration Date Security or Performance Bond Issuer	GENERAL LIABILITY	WORKER'S COMPENSATION
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**Section 4: Signature**

*Permittee/Applicant agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the City of Cloverdale, its agents, volunteers and employees from and against any all liability actions, claims, damages, costs, or expenses including but not limited to attorney's fees and court costs, which may be asserted by any person or entity, including Permittee/Applicant, arising out of or in connection with the willful act or negligence of Permittee/Applicant performing the work associated with the Encroachment Permit, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the sole active negligence or sole willful misconduct of the City. The applicant understands that if actual costs*

*for inspections, City administration and/or legal fees are more than the fees paid to date, the applicant shall pay any additional costs prior to the acceptance of the improvements and release of Surety or Security Performance Bond or deposits. The undersigned agrees that the work will be done in accordance with and subject to this permit's terms and*

condition, the State Vehicle Code, the state street and highways code and is subject to inspection and approval.

Signature of Owner or Representative \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Permit # \_\_\_\_\_

Permit Fee Paid: \$ \_\_\_\_\_

**Fee Basis:**

Administration \$ \_\_\_\_\_

Plan Check Fee \$ \_\_\_\_\_

Inspection Fee \$ \_\_\_\_\_

**Security / Performance Bond**

Check # \_\_\_\_\_

Amount \$ \_\_\_\_\_



This permit is to be strictly construed and no work other than that specifically mentioned below is authorized hereby. Whenever the Engineering Department concludes persons performing encroachment permit work are not complying with the provisions of this permit, the Engineering Department may revoke permit. Subject to all terms, conditions and restrictions written hereon or attached hereto, permission is hereby granted Permittee to:

Conditions Attached

Attach:  Special Provisions

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Bobby Spagnola, Engineering Technician, City of Cloverdale

Derrick Montanye, Public Works Director, City of Cloverdale

Signing Diagram

Standard Conditions

Standard Drawings

Traffic Plans

Insurance Verification

Excavate in paving

Excavate Off Pavement (Dirt or shoulder)

Bore Xing

**Description and Location of Work Or Event**

Empty box for description and location of work or event.



## ENCROACHMENT PERMIT INFORMATION

As part of its standard procedure, the City of Cloverdale requires an Encroachment Permit for all work being done in the public right-of-way. Accordingly, the City has specific requirements with respect to the processing of Encroachment Permits.

Along with the signed application, the following information must be submitted:

1. \_\_\_\_\_ One set of plans showing the proposed improvements
2. \_\_\_\_\_ One set of Site-Specific Traffic Control Plans
- \_\_\_\_\_ The engineer's / contractor's estimate for work within the public right-of-way. The estimate shall be based on the applicable prevailing wage labor rates.
3. \_\_\_\_\_ Copy of valid City of Cloverdale business license
4. \_\_\_\_\_ Copy of California State Licensing Board current and active License
5. \_\_\_\_\_ Insurance certification for \$1,000,000 general liability and automobile (see attached requirements and sample forms)
6. \_\_\_\_\_ Insurance policy endorsements on City forms. If City forms are not used, the insurance company must include the City as "additional insured".
7. \_\_\_\_\_ Proof of Worker's Compensation insurance as required by the State of California
8. \_\_\_\_\_ Performance bond or refundable cash deposit in the amount of 100% of the work within the public right-of-way. The minimum amount of the bond or refundable cash deposit is \$1,000.00. The bond shall be on the City standard form.
9. \_\_\_\_\_ CAL-OSHA trench permit for excavating in excess of five feet in depth is required

### REVIEW PROCESS:

The Engineering Department will review the application, determine the permit conditions and assign the appropriate fee(s). The Applicant will be provided a copy of the permit conditions of approval (COA) to review and sign prior to permit issuance. Applicant will be notified when the permit is ready for issuance and the amount due for all fees. Fees can be made by check payable to the City of Cloverdale or by credit card using the City's online payment system.

When inspection is required in the permit conditions, the Applicant shall notify the City of Cloverdale 48-hours prior to when the inspection is anticipated. Inspections are performed Monday-Thursday 8:00am – 4:00pm by appointment only. Friday and after-hours inspections are available with 1 week advance notification. Overtime rates will apply to Friday and after-hours inspections and be invoiced to the Applicant. **To schedule the inspection**, please call 707-894-1728 or send an email to Bobby Spagnola, Engineering Technician at [rspagnola@ci.cloverdale.ca.us](mailto:rspagnola@ci.cloverdale.ca.us).

Your cooperation in supplying all of the required information is appreciated and will help to expedite the processing of your application. If you have any questions, please contact the Engineering Technician, Bobby Spagnola at 707-894-1728 or send an email to [rspagnola@ci.cloverdale.ca.us](mailto:rspagnola@ci.cloverdale.ca.us).

# CITY OF CLOVERDALE INSURANCE DOCUMENT REQUIREMENTS

Insured's name/company: \_\_\_\_\_

All items checked below must be completed in order for the City of Cloverdale to accept insurance documents required for the project, permit, or rental property/facility.

<b>NEED</b>	<b>GENERAL LIABILITY INSURANCE</b> <b>Rating of A VII or better by A.M. Best</b>
	Certificate of Insurance
	Endorsements (all required – if checked, must submit)
	Policy Number
	Insured's Language
	Primary Insurance Language
	Cancellation Language
	Original, Authorized Signature
<b>NEED</b>	<b>AUTOMOBILE LIABILITY INSURANCE</b> <b>Rating of A VII or better by A.M. Best</b>
	Certificate of Insurance
	Endorsements (all required – if checked, must submit)
	Policy Number
	Insured's Language
	Primary Insurance Language
	Cancellation Language
	Original, Authorized Signature
<b>NEED</b>	<b>WORKER'S COMPENSATION INSURANCE</b> <b>Rating of A VII or better by A.M. Best</b>
	Certificate of Insurance
	Endorsements (all required – if checked, must submit)
	Policy Number
	Waiver of Subrogation Clause
	Cancellation Language
	Original, Authorized Signature
	State Compensation Insurance Fund Certificates require Inclusion of Endorsements #0015, #2065, and #2570

**Insured's Language:** "The City of Cloverdale, including its officers, officials, employees and volunteers, are insureds."

**Primary Language:** "The insurance shall be primary as respects the insured shown in the schedule above/attached, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be excess of this insurance and shall not called upon to contribute with it."

**Cancellation Language:** "The insurance afforded by this policy shall not be canceled except after thirty (30) days written notices by certified mail return receipt requested has been given to the City of Cloverdale."

**Waiver of Subrogation Clause:** "This insurance company agrees to waive all right of subrogation against the City of Cloverdale, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from work performed by the named insured for the City."

## **INSURANCE REQUIREMENTS:**

The Applicant will be responsible for providing certificate(s) of liability insurance and a dated and signed copy(s) of specific endorsements.

Applicant shall obtain insurance acceptable to the City of Cloverdale from a company or companies acceptable to the City. The required documentation of such insurance shall be furnished to the City at the time the Applicant submits a completed application for permit. The required documentation consists of:

1. Certificate(s) of liability insurance showing the limits of insurance as required hereinafter; Applicant shall take out and maintain at all times during the life of the permit personal injury and property damage insurance for all activities of Applicant arising out of or in connection with this permit, written on a Comprehensive General Liability form including, but not limited to, Applicant's activity, contractual coverage, contractor's protective (if applicable) and auto in an amount no less than \$1,000,000 Combined Single Limit Personal Injury and Property Damage for each occurrence.
2. A dated and signed copy of the specified endorsement(s) for each policy. The endorsement(s) shall be on a City form.

## **BONDING REQUIREMENTS:**

The Applicant shall be required to post a bond (unless the Applicant is using a cashier's check in lieu of a bond), using the City's form. No exceptions to this form shall be accepted. The bond shall be for 100% of the work within the right-of-way as shown on the approved Engineer's/Contractor's Estimate, however in no case shall it be less than \$1,000.

## **PERMIT EXPIRATION:**

The permit will expire at the date set at the issuance by The City of Cloverdale (and so indicated on the permit), but in no case later than six (6) months from the date permit is issued. If permitted work is not finished prior to the expiration date, a new permit application must be processed.

**THE FOLLOWING SAMPLE FORMS ARE PROVIDED FOR THE CONVENIENCE OF THE APPLICANT. IF SUBMITTING EQUIVALENT FORMS, THESE SAMPLE FORMS MAY BE OMITTED FROM THE APPLICATION PACKET. PLEASE DO NOT SUBMIT BLANK FORMS.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED –  
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

<b>SCHEDULE</b>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization showing in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

<p>Modifications to ISO form CG 20 26 11 85:</p> <ol style="list-style-type: none"><li>1. "Operation" includes the named Insured's products.</li><li>2. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.</li><li>3. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.</li><li>4. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt has been given to the City.</li></ol>
--

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_



**CERTIFICATE OF INSURANCE  
THE CITY OF CLOVERDALE, CALIFORNIA**

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES**

**BEST'S RATING**

COMPANY A: \_\_\_\_\_

COMPANY B: \_\_\_\_\_

COMPANY C: \_\_\_\_\_

COMPANY D: \_\_\_\_\_

COMPANY E: \_\_\_\_\_

**INSURED**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. BY

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE	\$ _____
					PRODUCTS COMP/OPS AGG	\$ _____
					PERSONAL & ADV INJURY	\$ _____
					EACH OCCURRENCE	\$ _____
					FIRE DAMAGE (Any one fire)	\$ _____
					MED. EXP. (Any one person)	\$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$ _____
					BODILY INJURY (Per person)	\$ _____
					BODILY INJURY (Per accident)	\$ _____
					PROPERTY DAMAGE	\$ _____
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE	\$ _____
					AGGREGATE	\$ _____
	<input type="checkbox"/> <b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS	\$ _____
					EACH ACCIDENT	\$ _____
					DISEASE-POLICY LIMIT	\$ _____
					DISEASE-EACH EMPLOYEE	\$ _____
	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$ _____

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**THE FOLLOWING PROVISIONS APPLY:**

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on the property insurance policy listed above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

**CERTIFICATE HOLDER/ADDITIONAL INSURED**

**CITY OF CLOVERDALE  
ATTN: ENGINEERING DEPARTMENT  
124 N. CLOVERDALE BLVD.  
CLOVERDALE, CA 95425**

**AUTHORIZED REPRESENTATIVE**

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF CLOVERDALE, CALIFORNIA</b>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<b>PRODUCER</b>		<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No. _____ Policy Period:(from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits	
Telephone _____		<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention(check which) of \$ _____	
<b>NAMED INSURED</b>		<b>APPLICABILITY</b> This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: <b>CITY AGREEMENTS/PERMITS</b>	
<b>TYPE OF INSURANCE</b>		<b>OTHER PROVISIONS</b>	
<input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER			
<b>LIMIT OF LIABILITY</b>		<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: _____	
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> <li>INSURED. The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.</li> <li>CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall:(a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it.</li> <li>CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>SCOPE OF COVERAGE. This policy affords coverage at least as broad as: <ol style="list-style-type: none"> <li>If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or</li> <li>If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).</li> </ol> </li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
<b>ENDORSEMENT HOLDER</b>			
<b>CITY OF CLOVERDALE</b> <b>ATTN: ENGINEERING DEPARTMENT</b> <b>124 N. CLOVERDALE BLVD.</b> <b>CLOVERDALE, CA 95425</b>		<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I, _____(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <i>(original signature required)</i> Telephone: (_____) _____ Date Signed _____	





**PERFORMANCE BOND**  
**(Government Code 66499.1)**

WHEREAS, the City of Council of the City of Cloverdale, County of Sonoma, State of California, and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_ and identified as Project \_\_\_\_\_, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Cloverdale (hereinafter call "City"), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United State for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that of the above bounded Principal, his or 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 said 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 City, its officers, agents, and employees, 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 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 change, extension of time, alteration or addition to the terms of the agreement or to the work to be performs 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 change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**PRINCIPAL**

**SURETY**

**IN WITNESS WHEREOFF**, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20 \_\_\_\_\_.