



ENCROACHMENT PERMIT APPLICATION

Pursuant to Chapter 29, Article II of the Redwood City Municipal Code

No work of any nature shall be commenced in, on, under or over the surface of any right-of-way or City property without applicant first receiving approval of this permit application.

(Permittee to provide details of proposed encroachment)

Address/location of proposed encroachment (the "Project Site"): _____

Description of activity: _____

_____ Check if plans attached:

Proposed start date of encroachment: _____ Proposed end date of encroachment _____

Permittee(s) name(s): _____

Mailing address: _____

Telephone and email: _____

Contractors and/or subcontractors: _____

Unless otherwise specified in the permit, permittee shall begin work or use authorized by the permit within one hundred eighty (180) days from date of issuance. If the work or use is not so begun, then the permit shall become void. The work or use must be completed within the time period specified in the permit, which may not be longer than one (1) year. Where an encroachment involves a permanent installation or obstruction, conditions so specified in the permit, license or other agreement with the City shall remain in effect until the construction or obstruction is removed. Permits may be renewed or extended at the City's discretion and upon such terms as are consistent with the provisions of Chapter 29 of the Municipal Code.

Any encroachment, including but not limited to pipes, conduit, wire, cable, appurtenances or other structures or facilities, installed or maintained in, on, under or over the surface of any right-of-way or City property, shall be relocated at the sole expense of the permittee, as may be necessary for public necessity or convenience. Such relocations shall be under the same terms and conditions as the initial installation allowed, pursuant to the permit.

Encroachment permits shall be issued to the person or company who will make use of the permit and not exclusively to the contractor who has been employed to construct the improvements. Encroachment permits shall be applied for by said person or company and the contractor constructing the improvements. All contractors and subcontractors who will be performing work in, on, under or over the surface of any right-of-way or City property shall be named and identified in the encroachment permit application. If the permit is issued jointly to an owner and contractor, the contractor's insurance and bonds shall name the owner as an additional protected party. The rights granted by the permit shall not be assignable without the express prior written consent of the City's Community Development Department (Department).

Permittee agrees to defend, indemnify, and hold City and its City Council, officers, officials, employees, agents and representatives (all of the foregoing collectively "Indemnitees") harmless from and against all actual and alleged liability, loss, cost, claims, demands, causes of action, suits, legal or administrative proceedings, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorneys' fees and costs of litigation) (all of the foregoing collectively "Claims") resulting from or arising in connection with work performed by Permittee pursuant to this Permit; Claims resulting from or arising in connection with the failure on Permittee's part to perform work under this Permit; Claims resulting from or arising in connection with the use of the Project Site or the improvements located thereon by Permittee or Permittee's agents, employees, invitees, contractors or subcontractors; or Claims arising as a result of or in connection with any release of any hazardous material in, on, under or about the Project Site by Permittee, or Permittee's agents, employees, invitees, contractors, or subcontractors, or any other violation of any environmental law by Permittee or Permittee's agents, employees, invitees, contractors or subcontractors. Permittee's indemnification obligations under this Permit do not apply to any Claims caused solely by the gross negligence or willful misconduct of any of the Indemnitees. Permittee's preceding indemnification obligations shall survive the expiration or earlier termination of this Permit.

Permittee shall file and maintain on file with the City evidence of self-insurance or a certificate of insurance demonstrating public liability and property damage insurance coverage of a type and in amounts determined sufficient by the City's Risk Manager. The insurance coverage shall insure the permittee and the City, its City Council, officers, agents, officials and employees, against any loss by reason of injuries to, or death of persons, or damages to property arising out of or related to any work performed by the permittee, its agents or employees performed under this permit, or arising out of the failure on the permittee's part to perform work under this permit, or arising from or caused by the structures or encroachments placed in, on, under or over the surface of any right-of-way or City property pursuant to this permit. Such insurance shall be primary and provide coverage for all liability assumed by the permittee for work performed under this permit and shall be provided by the permittee in minimum amounts as required by the City's Risk Manager.

In submitting this application, Applicant(s) agree(s) to accept and comply with all terms and conditions set forth in this permit application, and agree(s) that said terms, conditions and provisions shall be binding on permittee(s), co-owners, heirs, assigns, transferees and successors of interest of every nature.

Applicant(s) Signature(s): _____ Date: _____

Applicant(s) Signature(s): _____ Date: _____

Permittee(s) Acceptance of City's Permit Terms and Special Provisions:

Permittee(s) hereby accepts this permit subject to all terms and conditions set forth in the permit application and attached Special Provisions form, and agree(s) that all of said terms, conditions and provisions shall be binding on Permittee(s), co-owners, heirs, assigns, transferees and successors of interest of every nature.

Permittee(s) Signature(s): _____ Date: _____

Permittee(s) Signature(s): _____ Date: _____

Work Satisfactorily Completed: City Inspector _____ Date: _____



---- City of Redwood City Staff Use Only ----

Permit No: _____; Permittee: _____

PERMIT GRANTED BY CITY ENGINEER, CITY OF REDWOOD CITY

Permit Valid From: _____ To: _____

Fees Paid: _____

Bond/Security: _____

Evidence of Insurance Provided: _____

Address/Location of Activity: _____

Nature of Permitted Activity: _____

Conditions: ****Permit Granted Pursuant to Terms in the Attached Special Provisions Form****

Permit Issued By: _____ On this date: _____

SPECIAL PROVISIONS

1. Permittee shall use the Project Site solely for the purpose granted by the City Engineer, specifically
_____ and for no other purpose whatsoever. Permittee shall not use the Project Site to transport or store materials, including, without limitation, any hazardous material.
2. Permittee shall post cash or a performance bond in the amount of \$ _____ (100% of the estimated cost of improvements) to ensure satisfactory completion of Permittee's work performed in, on or under any right-of-way or City property and to insure adequate maintenance of encroachments in accordance with the provided Faithful Performance Bond form. Permittee shall also post cash or a payment bond in the amount of \$ _____ (100% of the estimated cost of improvements) to ensure payment of all labor and material in accordance with the provided Payment Bond form.
3. City Engineer estimates the cost of the work to exceed \$2,000, or that a dangerous or hazardous condition will be created by doing the work, and Permittee is required to enter into an improvement agreement with the City on such terms and conditions as may be approved by the City Council:
_____ Yes _____ No
4. Encroachment shall not restrict visibility to any traffic control devices or signs.
5. No encroachment is permitted in exclusive bike lanes (where parking is not permitted), bus stops, or "no parking zones" unless specifically authorized within this permit.

**** For Inspection Call City Inspector, _____ ****

SPECIAL PROVISIONS

Permit No: _____; Permittee: _____

6. Upon request by the City, Permittee shall maintain and/or re-establish access to any blocked or covered utility pole, manhole, vault, cleanout, valve, junction box, meter box or other facility.
7. Permittee shall maintain encroaching or constructed facility and/or the property in a good and safe condition. Construction shall be in conformance with plans approved by the City.
8. Permittee shall ensure adequate visibility of encroachment, construction or use during daytime and nighttime hours.
9. Any public and/or private improvements damaged by the encroaching activities must be repaired or replaced in-kind to the satisfaction of the improvement owner and at Permittee's expense.
10. Permittee shall, at Permittee's expense, remove said encroachment or any improvements constructed, and this permit shall terminate within thirty (30) days after written notice from the City Engineer. Permittee agrees that in the event of failure to remove such encroachment/improvement within the time specified, the same may be removed by the City at Permittee's expense, which cost shall be reimbursed by Permittee to City.
11. Permittee shall be responsible for obtaining any and all permits which may be required by an Agency having jurisdiction over the property and/or proposed use. Notwithstanding the above, nothing contained herein shall obligate the City to issue any permits or approvals for construction. In addition to this permit and any permits specifically listed in these Special Provisions, permittee shall obtain the following permits:
_____ Building Permit
_____ Other special permit: _____
_____ See Attachment(s) A B C _____ for additional permit conditions.
12. Permittee shall comply with applicable City noise ordinances, including Chapter 24, Article II, Division 3 "Construction" of the Redwood City Municipal Code. Permittee shall also comply with all applicable local, state and federal laws, regulations, rules and orders, including without limitation all environmental laws.
13. Upon request by the Permittee, lane closures and encroachments may be permitted at the City's discretion. Permittee shall submit traffic control plans to City prior to approval of any travel lane closure or encroachment including parking stalls, bike lanes, and shoulders. Permittee shall submit lane closure or encroachment requests at least seven (7) days in advance.
14. Permittee shall make no alterations whatsoever to the Project Site unless authorized in writing in advance by City. Any alterations authorized by City shall be constructed in strict conformance with plans approved by City.
15. This Permit, together with these Special Provisions and any referenced exhibits, attached hereto and incorporated herein by reference, constitutes the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statement with respect thereto. This Permit may be amended only by a written instrument executed by the Parties hereto. If any term, provision, or condition of this Permit is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.
16. A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Permit nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. No waiver of any breach of any covenant or provision of this Permit shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving Party.
17. The rights granted hereby are personal to Permittee and may not be transferred or assigned by operation of law or otherwise without the written consent of City. Nothing in this Permit is intended to or shall confer upon any person other than the Parties any rights or remedies hereunder.
18. Final Decision; Appeals. The issuance of this permit shall constitute the final decision of the Community Development Department under Municipal Code Sections 29.9 (Appeal) and 1.45.6 (Time for Filing an Appeal or Call Up). If Permittee wishes to dispute any condition of approval listed in this permit, it has fifteen (15) days from the date of permit issuance to file an appeal to the City Council under Municipal Code Chapter 1, Article III, Section 1.45.5 et seq.

SPECIAL PROVISIONS

Permit No: _____; Permittee: _____

19. Additional conditions for the issuance of this permit which are applicable and necessary for this specific situation, for public safety, or to ensure compliance with Chapter 29 of the Municipal Code or other City, state or federal regulations:
- A. Prior to the start of work permittee or contractor shall obtain any necessary permits from the City of San Carlos, Town of Woodside, City of Menlo Park, County of San Mateo, Caltrans, Caltrain and/or U.P.R.R. as needed.
 - B. Permittee or contractor shall obtain permits from San Mateo County Environmental Health for all monitoring well or subsurface exploration work.
 - C. No pavement cuts shall be allowed on _____ due to this street having received a pavement overlay within 5 years except as outlined in Chapter 29, Section 29.13 of the Municipal Code. If pavement cuts occur on said street a Pavement Damage Restoration Fee shall be paid or in-kind pavement reconstruction of the street shall occur prior to project closeout.
 - D. The installation of piping through trenchless methods shall require a CCTV of any gravity mains within 5' of the alignment prior to starting and after completion of construction. The CCTV shall be provided to encroachment@redwoodcity.org prior to permit closeout.
 - E. Permittee shall have approved and pay for the use of the removal of any meter parking to include the number of metered parking spaces needed for the number of days each plus a one-time \$30.00 application fee.
 - F. Contractor shall notify one week in advance of work nearby residents, HOA's, businesses and property owners.
 - G. For work affecting and located in downtown Redwood City, by one week in advance of work permittee shall contact James O'Connell, Senior Civil Engineer, at joconnell@redwoodcity.org for City notification purposes to the downtown community.
 - H. Contractor shall notify the Redwood City Police Department at (650)780-7100 and the Redwood City Fire Department at (650)780-7400 at least forty-eight (48) hours in advance of any proposed temporary street closure as shown on approved traffic control plans.
 - I. Permittee or contractor must contact Underground Service Alert, USA, at (800) 642-2444 at least 48 hours in advance of any excavation.
 - J. Contractor shall post No Parking signs at least 48 hours prior to the use of spaces.
 - K. Two business days before work, contractor shall notify City Inspector at: _____
 - L. Working hours are limited to M-F 7:30 AM to 4 PM, excluding Redwood City observed holidays.
 - M. Permittee shall comply with all applicable City standard details available at the City's website (www.redwoodcity.org) including but not limited to the following: all concrete sidewalk, curb and gutter restoration works shall follow City standard details C-2, C-3, C-4, and C-5; and, all trenching and backfilling shall follow City Standard detail UT-1 or UT-2.
 - N. Permittee shall conform to Construction Best Management Practices (BMP) as detailed in the Booklet entitled "Blueprint for A Clean Bay" available at the City's website (www.redwoodcity.org).
 - O. Prior to construction, permittee or contractor shall submit construction material submittals for City improvements to be installed for the City to review and approve.
 - P. Contractor shall be solely responsible for providing all protective and safety measures necessary.
 - Q. Contractor shall provide for safe movement of vehicular, bicycle, and pedestrian traffic including persons with disabilities in accordance with the Americans with Disabilities Act (ADA) through and around construction operations.
 - R. Contractor shall submit traffic control plans for the City's review and approval for the safe movement of vehicular, bicycle, and pedestrian traffic conforming to the Manual on Uniform Traffic Control Devices.
 - S. Contractor shall provide flaggers when deemed necessary by the City to ensure the smooth flow of traffic.

**** For Inspection Call City Inspector, _____ ****

INSTRUCTIONS FOR COMPLETING APPLICATION, INSURANCE, LABOR AND MATERIAL BONDS, AND FEES

I. GENERAL

- A. Complete the Application for the Encroachment Permit by filling in all requested information, and by signing the application as the permittee and/or applicant on the second page.
- B. Return the completed Application along with an Estimated Cost of Improvements (ECI), and the required Certificate of Insurance and additional insurance endorsement forms. Engineering Division will then review the Application, confirm the bond and fee or deposit amounts, and identify whether additional submittals items such as a site plan or traffic control plan are required.

II. INSURANCE

- A. Companies writing the insurance required under the Application shall be licensed to do business in the State of California, or be permitted to do business under the Surplus Line Law of the State of California.
- B. Applicant shall not permit any subcontractor to commence work until the same insurance requirements have been complied with by such subcontractor.

III. COVERAGE REQUIRED

- A. Applicant shall procure and maintain throughout the duration of this permit the following insurance coverage. This insurance shall protect the applicant from claims for bodily injury and property damage that may arise because of work performed pursuant to this permit.
 - 1. Commercial General Liability Insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If Contractor's commercial general liability insurance policy contains a general aggregate limit, then the general aggregate limit shall apply separately to the Project or shall be at least twice the required occurrence limit. This policy of insurance shall include the City of Redwood City, its Council, boards, commissions, officers, employees, and agents as insureds under this policy, but solely as respects liability arising out of all operations of the applicant for work performed pursuant to this permit. This policy shall provide coverage to each of the said insureds with respect to said work. Insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declaration, and if the said insureds have other

insurance against the loss covered by said policy that other insurance shall be excess insurance only.

2. Automobile Liability. Applicant shall maintain auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or "any auto", or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

3. Worker's Compensation and Employers' Liability Insurance. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the applicant is required to secure the payment of compensation to their employees, and for that purpose, obtain and keep in effect adequate Workers' Compensation Insurance. If the applicant, in the sole discretion of the City of Redwood City, satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, they may so act, and in such case, the insurance required by this paragraph need not be provided. The applicant is advised of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of any work authorized by this permit. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

B. Subcontractors. Except for Comprehensive General Liability Insurance, of which Subcontractors need only obtain \$1,000,000 in coverage, all Subcontractors shall maintain the same insurance required to be maintained by Applicant with respect to their portions of the Work

C. Umbrella Policy. The limits of insurance this permit requires may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the City's benefit, to the extent required by the permit before the City's insurance or self-insurance may be called upon to protect City as a named insured.

a. PROOF OF COVERAGE

- i. Prior to beginning work, applicant shall furnish the City with copies of the insurance certificate (as shown on Attachment "A") and endorsements (similar as that shown on Attachment "B-1"). The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- ii. General Liability Insurance must include endorsements naming the City of Redwood City, its Council members, officers, boards, commissions, employees, and agents as additional, primary insureds.

- iii. The endorsements are required for General Liability Insurance and Worker's Compensation.
- iv. The insurance certificates and endorsements are to be received and approved by the City before work commences.

b. BONDS

- i. The permittee (if the permittee does not provide a cash-in-lieu of bond payment) will be required to furnish a Faithful Performance Bond in an amount equal to at least one hundred percent (100%) of the Estimated Cost of Improvements (ECI), and a Payment Bond in an amount equal to at least one hundred percent (100%) of the ECI; both said bonds to be secured from a corporate surety satisfactory to the City of Redwood City.
- ii. Bond forms are enclosed within the application (as Attachments "C & D") and must be used for this purpose, unless the permittee is paying for the required bond in a cash-in-lieu of bond payment.

c. FEES FOR PLAN CHECKING AND INSPECTION

- i. An advanced deposit (usually \$800, but may require more depending on the size of the project) or the utility permit fee of \$752.00 is required to be paid for during the application review process. An Estimated Cost of Improvements (ECI) shall be provided with the application materials. This estimate will be reviewed and after confirmation of the amount, this ECI will be used for the basis of determining the total deposit, if applicable, and the bond amount.
- ii. The total amount of the required deposit will be determined by staff and be based on the "Deposit Schedule," located in Section D of the "Community Development Department Engineering & Transportation – Fees and Charges" document available online at www.redwoodcity.org. The payment of the total deposit or fee is required immediately as requested by City staff for processing and review of the permit application.
- iii. Plan checking and inspection services will be charged against this deposit or fee until the job is completed. The unused balance of the deposit, if any, will be returned to the payee. Excess costs, or cost over-runs, will be billed to the account, and are required to be paid in full prior to release of the bonds and closeout of the permit.

ATTACHMENT "A" SAMPLE INSURANCE CERTIFICATE

CERTIFICATE OF INSURANCE Producer: NAME AND ADDRESS OF INSURANCE AGENT	ISSUE DATE: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.
Insured: NAME AND ADDRESS OF LICENSED CONTRACTOR <div style="border: 1px solid blue; border-radius: 50%; padding: 5px; width: fit-content; margin: 10px auto;"> <b style="color: red;">MUST BE A LICENSED CONTRACTOR </div>	COMPANIES AFFORDING COVERAGE Co. Letter "A" Aetna Casualty Co. Letter "B" Co. Letter "C" <b style="color: red;">MUST BE LICENSED TO PRACTICE IN CA AND HAVE AN "A-" RATING OR BETTER Co. Letter "D" Co. Letter "E"

Coverage
 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.

Co. Letter	Type of Insurance	Policy No.	Effective Date	Exp. Date	Limits	
A	General Liability: Commercial Occurrence	X X	Date	Current Date	Current	General Aggregate <b style="color: red;">\$1,000,000
						Products-Comp/Op Agg.
						Personal & Adv. Injury
						Each Occurrence <b style="color: red;">\$1,000,000
						Fire Damage (any 1 fire)
						Medical Exp (any 1 person)
B	Auto Liability: Any Auto All owned autos Scheduled autos Non-owned Auto	X X X	Date	Current Date	Current	Combined single limit <b style="color: red;">\$1,000,000
						Bodily injury (per accident)
						Bodily injury (per person)
						Property damage
C	Excess Liability Other than Umbrella form	IF NEEDED	Current Date	Current Date	Aggregate	
D	Worker's Comp & Employer's Liability		Current Date	Current Date	<input checked="" type="checkbox"/> Statutory Limits Each accident Disease-policy limit Disease-each employee	
Other						

Description of Operations/Locations/Vehicles/Special Items:
 (Provide project address & name & description.) Add the following:
The City of Redwood City, its council members, officers, boards, commissions, employees and Agents are named as additional primary insureds.

Certificate Holder: <div style="border: 1px solid blue; border-radius: 50%; padding: 10px; width: fit-content; margin: 10px auto;"> <b style="color: red;">City of Redwood City Engineering & Construction P.O. Box 391 Redwood City, CA 94064 </div>	Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason , including non-payment of premium, 30 days written notice will be sent to the certificate holder named on the left. Authorized Representative: <div style="border: 1px solid blue; border-radius: 50%; padding: 5px; width: fit-content; margin: 10px auto;"> <b style="color: red;">SUBMIT ORIGINAL SIGNED CERTIFICATE </div>
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ATTACHMENT "B-1"

GENERAL LIABILITY ENDORSEMENT

(Reproduction of Insurance Services office, Inc. Form)

INSURED (CONTRACTOR): _____
POLICY NUMBER: _____ EFFECTIVE DATE: _____ EXP. DATES: _____
INSURER: _____

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (ENDORSEMENT HOLDER)

The City of Redwood City, its Council members, commissions, committees, boards, officers, employees, and agents as additional insureds.

Description of Operations:

Location of Operations:

(If no entry appears above, the 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 shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

- Modifications to ISO form CG 20 10 11 85:**
1. The City of Redwood City, its Council members, commissions, committees, boards, officers, employees, and agents as additional insureds.
 2. 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.
 3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the Entity.
 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Signature of Authorized Representative (Required) (Date) (Telephone No.)

(Organization)

(Address)

CG 20 10 11 85 _____ **Insurance Services Office, Inc. Form (Modified)**

ATTACHMENT "C"

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: the City of Redwood City ("City"), San Mateo County, State of California, has issued an Encroachment Permit ("Permit") to _____, hereinafter designated as the "Principal", for constructing the following project: _____

_____, and

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

NOW, THEREFORE, we, the Principal, and _____, as surety, are held and firmly bound unto City, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being one hundred percent (100%) of the Permit amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden 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 faithfully perform the covenants, conditions, and agreements in the said Permit and any alterations 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 Council, Commissioners, boards, committees, officers, employees and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Permit or to the work to be performed thereunder or the specifications accompanying the same 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 Permit, or to the work, or to the specifications.

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.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(SEAL)

Principal

By _____ **(s)**

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

If PRINCIPAL is partnership, all partners must execute **BOND**.

ATTACHMENT "D"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: the City of Redwood City ("City"), San Mateo County, State of California, has issued an Encroachment Permit ("Permit") to _____, hereinafter designated as the "Principal", for constructing the following project: _____

_____, and

WHEREAS, under the terms of the Permit, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we, the Principal and _____, organized and existing under the laws of the State of _____, and duly licensed to transact surety business in the State of California, and authorized to execute bonds and undertaking as sole surety, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance under the Permit and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of _____ Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California, so as to give a right of action to them or their assignees in suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with the provisions of the act of the Legislature of the State of California as designated in Civil Code Sections 9550-9566, inclusive, and all amendments thereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Principal

(SEAL)

By _____ **(s)**

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

If PRINCIPAL is partnership, all partners must execute **BOND**.