

security in the amount of _____ and no/100 Dollars (\$ _____ .00) as security for the payment to the contractor, his subcontractors and to all persons furnishing materials, provisions provender, or their supplies, or equipment or teams to them and used in, upon, for or about the improvements required to be furnished, constructed and installed in Paragraph B above, or for performing any work or labor of any kind in, about or upon said improvements, and for the payment of amounts due under the Unemployment Insurance Act with respect to such work or labor in connection with the furnishing, constructing, or installing said improvements, and for payment of a reasonable attorney's fee to be fixed by the court in case suit is brought by the City.

- F. Concurrently with the acceptance of this agreement, Developer shall furnish and deliver to City a certificate showing that Developer has such public liability and property damage insurance insuring Developer against any loss or liability of any kind or nature whatsoever which may arise during the performance of, or which may result from any of the work herein required to be done by Developer, including all costs of defending any claim arising as a result thereof. Such policy shall be in an aggregate amount of at least One Million Dollars (\$1,000,000.00) for the death or injury to any person or persons in any one accident or occurrence, and for property damage including third party property damage, in any one accident or occurrence. Certificate shall also show Workers' Compensation Insurance and Employer's Liability Insurance in the amount prescribed by statute for all of his employees employed at the site of the project and, in case any work is sublet, the Developer shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Developer.
1. A contractual liability endorsement shall be added to each insurance policy extending coverage to include the liability assumed in Paragraph I below. THE CITY OF SUNNYVALE MUST BE NAMED AS AN ADDITIONAL INSURED.
 2. Each policy shall state by its terms or by an endorsement thereon that said policy shall not be canceled until the City shall have at least thirty (30) days notice in writing of said cancellation.
- G. Developer shall indemnify and hold harmless City, its officers, employees and agents from any and all liability, damages, claims or causes of action for injury to person or persons, or damage to property which may arise out of, or occur by reason of the performance of work herein specified to be performed by Developer including all costs and attorney fees incurred in defending any claim arising as a result thereof.

H. The following fees and charges have been paid:

All other fees to be paid with building permit.

- | | | |
|----|---------------------------------|----------|
| 1. | Sanitary Sewer | |
| | a. Connection | \$ _____ |
| 2. | Storm Drain Connection | \$ _____ |
| 3. | Water: | |
| | a. Frontage | \$ _____ |
| | b. Connection | \$ _____ |
| | c. Meters: _____ | \$ _____ |
| | d. Fire Detector Check and Pit | \$ _____ |
| | e. Tapping Fee | \$ _____ |
| 4. | Fire Hydrant Frontage | \$ _____ |
| 5. | Inspection and Engineering | \$ _____ |
| 6. | Maintenance Deposit | \$ _____ |
| 7. | Street Lighting System Frontage | \$ _____ |
| 8. | Street Trees | \$ _____ |
| 9. | Other: _____ map check | \$ _____ |
| | _____ | \$ _____ |
| | TOTAL FEES AND CHARGES | \$ _____ |

I. Developer agrees to perform all of the work required by Paragraph B on or before _____ provided, however, that the City may extend the time within which said work and improvements shall be completed if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Developer stating fully the grounds and facts relied upon for such extension.

Permit issued this _____ day of _____, 20XX.

DEVELOPER

By: _____
XXXXX, Owner

CITY OF SUNNYVALE
Department of Public Works

By: _____
Mark Rogge, City Engineer
Assistant Director of Public Works

(All signatures must be acknowledged by a notary public)
(Attach signature authority for Developer)