

PERFORMANCE BOND



FOR CONSTRUCTION IN CITY RIGHTS-OF-WAY (ROW)

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____,
Address: _____,
, as PRINCIPAL, and _____, as SURETY,
are bound to CITY OF FORT LAUDERDALE, FLORIDA, as the Obligee
(hereafter "CITY"), a political subdivision of the State of
Florida, in the full sum of _____
(U.S. Dollar) (\$ _____), for payment of which PRINCIPAL
and SURETY jointly and severally bind themselves, their
successors, assigns, and personal representatives.

SEALED with our Seals, this ____ day of _____, ____.

WHEREAS, PRINCIPAL has applied to the CITY for a ROW permit,
hereafter "Permit". All work shall be in conformance with Permit, herein, described as follows:

(detailed description of work)
hereafter "Improvements," within certain streets, subdivisions or
other areas, within City of Fort Lauderdale, known and identified
as: _____
(project name, address & permit#) in
accordance with the plans and specifications for said
facilities approved by the City of Fort Lauderdale; and

WHEREAS, PRINCIPAL has agreed and is required to furnish a
good and sufficient bond conditioned upon the reconstruction,
restoration and repair of all existing and future street paving,
shoulders, drainage swales and other drainage structures damage
or subsequently affected by the construction of said Improvement,

NOW THEREFORE, PRINCIPAL, SURETY AND CITY agree as follows:

A. CONDITIONS OF BOND:

The consideration of this obligation is such that said City
of Fort Lauderdale, its successors, legal representatives or
assigns, shall restore, reconstruct and repair all street paving,
shoulders, drainage swales, etc., as outlined above, overlying or
adjacent to said Improvements; and if all required fees have been
paid to CITY and if all provisions, specifications, standards and
other regulations currently in effect have been complied with,

then **this Bond shall remain in full force and effect for one (1) year after** the construction of the Improvements have been approved and accepted by the CITY OF FORT LAUDERDALE. **PRINCIPAL shall contact CITY for an inspection** of the work site not more than thirty (30) days prior to the one (1) year after acceptance by CITY. If such inspection disclosed no pavement settlement or other damage resulting from construction of the Improvements, then this Bond shall be released by CITY; otherwise it shall remain in full force and effect.

B. DEFAULT:

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refuses to complete the obligations required by the Permit and this Bond, the CITY has the right to:

- (1) demand that the SURETY promptly remedy the default; or
- (2) demand payment by the SURETY of the amount due to CITY

up to the face amount of the Bond by letter signed by the City Engineer, or a designee, stating that the PRINCIPAL has defaulted on his or her obligations as set forth in the Permit and this Bond, which obligations were a condition of permit approval; or

- (3) institute an immediate suit against SURETY to recover the full amount of this Bond for the purposes of completing the obligations set forth herein.

Notice to CITY that this Bond will expire prior to performance of PRINCIPAL's obligations shall be deemed a default.

PRINCIPAL and SURETY jointly and severally understand that failure to complete the obligations required by the Permit and this Bond in accordance with any time periods set forth therein, or at the latest, to commence or recommence completion of the obligations within thirty (30) days after written notice by the City Engineer, or a designee, to do so, shall be deemed to be a failure or refusal to complete such obligations.

PRINCIPAL and SURETY also understand that in the event the CITY elects to institute suit against SURETY and the funds recovered thereby prove insufficient to complete the obligations required by the Permit and this Bind, the PRINCIPAL shall be liable hereunder to pay the CITY, any sums required to complete the obligations hereunder, including, but not limited to, legal and contingent costs, together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL'S failure to comply with all of the requirements hereof.

C. NOTICE:

Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving notice shall remain such until it shall have been changed by written notices in compliance with the provisions of this paragraph. For the present, the parties designate the following as respective places for giving notice:

To: CITY OF FORT LAUDERDALE
Engineering Division
700 NW 19th Avenue
Fort Lauderdale, FL 33311
Attention: City Engineer

Note: **CANCELLATION NOTICES** Shall Be Mailed **and include Page 1 of Bond**, showing permit number, as indicated above **AND Emailed to: DEngineeringAdmin@fortlauderdale.gov**

To: PRINCIPAL:

_____ Email: _____



To: SURETY:

D. BOND TO REMAIN IN FULL FORCE AND EFFECT:

This Bond shall be kept in full force and effect by the PRINCIPAL at all times, including any warranty/maintenance period, as provided herein. In the event of any material change, cancellation, expiration or non-payment of premiums, **SURETY shall notify CITY by certified mail or registered mail, return receipt requested, and email shown above, at lease thirty (30) days prior to the effective date of the change, cancellation, or expiration of said Bond.** Notice to CITY that this Bond will expire prior to performance of PRINCIPAL's obligations shall be deemed a default pursuant to section B above.

IN WITNESS WHERE, the PRINCIPAL has caused this PERFORMANCE BOND to be **executed by** _____ (and attested by its Secretary and its corporate seal to be affixed, if the PRINCIPAL is a corporation); the SURETY has caused this bond to be executed in its name by its Attorney-in-Fact duly authorized to do so, and its corporate seal to be affixed, on the ____ day of _____, ____.

PRINCIPAL FIRM: _____

Signed, sealed and delivered
in the presence of:

Witness Signature

By: _____
Print Name

Address: _____

Witness Signature

By: _____
Print Name

Address: _____

Witness Signature

By: _____
Print Name

Address: _____

Witness Signature

By: _____
Print Name

Address: _____

Signature

By: _____
Print Name

Title: _____

(CORPORATE SEAL)

SURETY:

By: _____
Agent and Attorney-in-Fact

Type Name and Title:

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Performance Bond No.: _____

Surety Bond completion Guidelines

PAGE 1

- Line 1 - Name of Contractor
- Line 2 - Contracting Business Address
- Line 3 - Name of Security Bonding Company
- Line 4 - Must read: “City of Fort Lauderdale”
- Line 6 - Bond amount listed in extended form (i.e. fifty five)
- Line 7 - Bond sum listed in numeric form
- Line 10 - Day, Month & Year - should match the Signed & Sealed date found on page #4
- Line 12- **Detailed description of permitted work (include footage)**
- Line 17 - Job Address & Permit No. (Permit # for Line #12 work – **not** master permit #)

PAGE 3

- PRINCIPAL: Contractor’s Name & Address
- SURETY: Security Bond Co. Name & Address

PAGE 4

- Principal name is on blank at top of page
- Type in the Principal Name/Owner Name
- Signature line is for the Principal Owner/ VP of Contracting Company – checked w/ SUNBIZ.org - Authorized to sign on behalf of Company/Principal/Owner
- Must have Corporate Seal & Date
- Must have two witness signatures
- Name of Agent & Title section must be completed in full by the bonding agency
- Bond No. below bonding agency name, it should also be listed on top first page of performance bond as well.
- Surety Bond must also accompany an Original (**not a copy**) of a signed raised sealed “Power of Attorney” form from Security Bonding Company that shows Liability

Insurance coverage required by Sec. 25-113 of Municipal Code.

Please note – for large projects:

The City of Fort Lauderdale’s Engineering department will request a set of plans highlighting, marking and labeling the work that is being performed in the right-of-way.

If the bond is not completed fully and accurately, it will not be accepted.

Please contact DEngineeringAdmin@fortlauderdale.gov with any questions.