



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

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____ (Contracting Firm),
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: _____

_____ (work description with footage)
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 Land Development Manager, 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 Land Development Manager, 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 Bond, 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

**Development Services Department
Land Development Manager
(Engineering R/W Permits)
700 NW 19th Avenue
Fort Lauderdale, FL 33311**

CANCELLATION NOTICES: Must be Mailed **including Page 1 of Bond, AND Emailed** (with permit number/bond number in email subject) **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 to email shown above, at least 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 _____, ____.

Signed, sealed and delivered in the presence of:

PRINCIPAL FIRM:

By: _____
Principal **Witness 1** Signature

By: _____
Signature

Printed Name

Print Name

Address: _____

Title: _____

(CORPORATE SEAL)

By: _____
Principal **Witness 2** Signature

SURETY COMPANY:

Printed Name

By: _____
Agent and Attorney-in-Fact

Address: _____

Type Name and Title:

By: _____
Surety **Witness 1** Signature

Printed Name

Address: _____
(Street)

Address: _____

(City/State/Zip Code)

By: _____
Surety **Witness 2** Signature

Telephone No.: _____

Email: _____

Bond No.: _____

Printed Name

Address: _____

Surety Bond completion Guidelines

PAGE 1

Line 1 - Name of Right of Way (ROW) Sub-Contractor or Prime-Contractor only
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 13 - **Detailed description of permitted work (include footage)**
Line 17 - Job Address & Right of Way Permit No.(s) for Line #13 bonded work in ROW

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 for both Principal and Surety
- 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

Deliver the original document directly to: Development Services Department - Land Development Manager (Right-of-Way Permitting) located at:
700 NW 19 Avenue Fort Lauderdale, FL 33311

Upon arrival, pull a ticket for Engineering Bond.

Important Notes:

- This bond form shall only be issued by the Permit Qualifier subcontractor that signed the right of way bonded permit or Prime Contractor that signed the master application.
- No alternate bond forms will be accepted.
- Cash bonds with affidavit are available as an alternative option.

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

Please note – for large projects:

The City of Fort Lauderdale's Land Development Division (Right of Way Permitting) may 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.