

Performance/Maintenance Bond
Contact Information

Principal:

Company Name: _____

Contact Name: _____

Street Address: _____

City/State/Zip Code: _____

Phone Number: _____ Fax Number: _____

Engineering improvement Plans Number – EIP: _____

(This number can be located on your plans being submitted with the Right-of-Way Permit)

Surety/Financial Institution:

Company Name: _____

Contact Name: _____

Street Address: _____

City/State/Zip Code: _____

Phone Number: _____ Fax Number: _____

Engineer

Company Name: _____

Contact Name: _____

Street Address: _____

City/State/Zip Code: _____

Phone Number: _____ Fax Number: _____

Road Crossing Bond

1. Road Crossing Bond

In the event the applicant must bore and jack, and/or open cut, the applicant shall present an executed bond by a company licensed to do business in the State of Florida. This bond shall be in an amount to be determined by the County Engineer and for a period of one year. In the event the project is not completed in one year, the bond shall be renewed and thereafter renewed on an annual basis until the project is complete.

2. Packet Information – Osceola County will only accept originals in all forms.

A. Performance/Maintenance Bond Contact Information Form

1. This information is used for notifications.
2. All blanks are to be filled in completely.

B. Performance Bond (Surety)

1. Original Bond is required.
2. All blanks are to be filled in completely.
3. Bond must coincide with the time from of the Right-of-Way Utilization Permit.

C. Certificate of Liability

1. The permit applicant must submit a Certificate of Liability (standard ACORD form) with Osceola County listed as Certificate Holder.

3. Approval Process

A. Upon our receipt of completed packet:

1. Packet must be approved by Engineering Department.
2. The bond must be approved prior to issuance of a Right-of-Way Utilization Permit.

Road Crossing Bond
Osceola County Engineering Department

Bond No. _____
Permit No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, are held firmly bound unto Osceola County Board of County Commissioners as Oblige, in the sum of _____ (\$ _____), lawful money of the United States of America, to be paid unto the said Oblige or its successors, for which payment, well and truly to be made and done, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, _____.

WHEREAS, the above principal, has applied for a permit, to be issued in connection with the project known as _____, located at _____, for the purpose of:

- Open Cut
- Jack & Bore
- Other _____

NOW, THEREFORE, the condition of this obligation is such that if a permit is granted to the said Principal, and if such Principal shall during the life of such permit, faithfully comply with all laws, ordinances, rules and regulations pertaining to such permit and save and keep harmless and indemnify said County of Osceola, Florida, from all actions, suits, costs, damages and expenses, including attorneys' fees, occasioned by or arising in any manner from any work done by such Principal, its agents or employees, then the above obligation shall be void; otherwise to be and remain in full force and effect.

It is understood and agreed that this bond may be continued by continuation certificate signed by the Surety.

It is further understood and agreed that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days notice in writing to said Oblige. Such termination or cancellation shall not affect any liability incurred or accrued under the Bond prior to the effective date of such termination or cancellation.

And provided further that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after cancellation of this bond as set forth in the preceding paragraph.

The term of this bond shall be from _____ to _____

Principal

By: _____

Surety

By: _____

Attorney-in-Fact