



R930-7 INDIVIDUAL PERFORMANCE AND WARRANTY BOND

TO COVER A SINGLE ENCROACHMENT ON PROPERTY AND RIGHT-OF-WAY BELONGING TO THE UTAH DEPARTMENT OF TRANSPORTATION PER R930-7-6(6)(b)(i)

UDOT Region Number:		Bond Number:		Expiration Date:	
Specific Project Location:					

KNOW ALL MEN BY THESE PRESENTS:

That we _____ Mailing address: _____ Phone: _____ as Principal, and _____ as Surety, being duly authorized to transact business in the State of Utah, are held and firmly bound unto the UTAH DEPARTMENT OF TRANSPORTATION, as Obligee, the full sum of \$ _____. For the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

The Principal has obtained or is about to obtain from Utah Department of Transportation an encroachment permit(s) to perform work on, about, below or adjacent to a highway as specified in the permit(s), which is incorporated into this bond by reference.

The Principal is required to guarantee the completion of the permitted work, proper restoration and replacement of the state right-of-way to the extent the Principal causes any damage to the right-of-way, including but not limited to, roads, ditches, bridges, culverts and other appurtenances that the Principal utilized or impacted during the permitted work and warranty the permitted work for *a period of three (3) years* from the date of completion of the permitted work.

The Principal has agreed to comply with the rules, regulations, condition and restrictions stated in the permit(s).

If the Principal fails to complete the required work described in the permit, damages state right-of-way, including appurtenances and/or fails to perform the permitted work according to the applicable standards and specifications, including the conditions and limitations in the permit(s), it will be the responsibility of the Surety to arrange for the completion of all necessary work as required by the permit(s) and the Utah Department of Transportation.

As a part of the obligation secured hereby and in addition to the face amount specified, there shall be included costs and reasonable expenses and fees including enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond shall be enforced for *a term of three (3) years* from this ____ day of _____, 20____.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____ 20____.

Principal Seal

Principal
By: _____
Title: _____
Date: _____

Surety Seal

Surety
By: _____
Title: _____
Date: _____

STATE OF UTAH
COUNTY OF SALT LAKE

_____ being first duly sworn, an oath, DEPOSES AND SAYS:
that (s)he is Attorney-in-Fact of _____ the Surety of the foregoing bond, and that (s)he is
authorized to execute and deliver the foregoing obligation; that said Company is authorized to execute the same, and has
complied in all respects with the laws of Utah in reference to begin sole surety upon bonds, undertakings and
obligations.

MAILING ADDRESS OF SURETY COMPANY PHONE OF SURETY COMPANY

Signed

Subscribed and sworn to me before this _____ day of _____, 20_____.
