

#### **Public Works Department**

9101 Bonita Beach Road SE Bonita Springs, Florida 34135 Telephone: (239) 949-6246

Fax: (239) 949-6245

# COMMUNICATIONS SERVICE PROVIDER REGISTRATION INFORMATION SHEET AND APPLICATION FORM

A Communications Services Provider (CSP) that desires to place or maintain a Communications Facility in the Public Rights-of-Way shall first register with the City of Bonita Springs prior to beginning the permit process. **No public right-of-way construction permit shall be issued to a CSP that is not registered with the City of Bonita Springs.** A registration does not convey any title, equitable or legal, to the Applicant in the public right-of-way. To obtain a CSP Registration, an Applicant must meet the following requirements:

#### **Insurance Requirements:**

The Applicant shall provide, pay for and maintain, throughout the term of its Registration the types of insurance described herein. The limits of coverage of insurance required shall not be less than the following:

- 1. Commercial general liability insurance \$1,000,000.00 per occurrence combined single limit, for bodily injury, personal injury or death, or property damage, and a minimum \$2,000,000.00 policy aggregate for each personal injury liability, broad form property damage, contractual liability, and products-completed operations liability.
- 2. Business automobile liability insurance –\$1,000,000.00 combined single limit, including bodily injury and property damage covering owned, lease, hired, and non-owner vehicles.
- 3. Worker's Compensation as required by the Florida Statutes.
- 4. Employer's liability insurance \$1,000,000.00 each accident for employer's liability.

#### **Performance and Construction Blanket Bond Requirement:**

The Applicant shall provide a \$50,000.00 bond, or file an irrevocable letter of credit in the same amount, which shall remain in full force and effect for the duration of the Applicant's registration and beyond as delineated in Chapter 38. A preferred bond template can be found on the City's Public Works website. Be advised that should an Applicant opt to use its own template, the applicant should obtain approval as to form from the City before executing the bond.

#### Other Requirements:

The Applicant must comply at all times with all policies, procedures, and directives of the Public Works Department of the City of Bonita Springs.

(FOR OFFICE USE ONLY)

Registration #:
Approved by:

Check one: INITIAL	RENEWAL	Date:	
Applicant's Name:			
Applicant's Principal Address: _			
Applicant's Phone Number:			
Primary Contact:			
Contact's Primary Address:			
,			
Contact's Phone Number:			_
Emergency Contact:			
Emergency Contact's Phone Nu			

#### Attach the following documents:

- A copy of both the Applicant's resale certificate and certificate of registration issued by the Florida Department of Revenue to engage in the business of providing Communications Services in the State of Florida.
- 2. A copy of the Applicant's certificate of authorization, public convenience and necessity, or other similar certification issued by the PSC.
- A copy of the Applicant's certificate of authorization or license to provide Communications Services issued by the PSC, the Florida Department of Revenue, the FCC, or other Federal authority, if any.
- 4. Evidence of the Applicant's required insurance coverage.
- 5. A \$50,000.00 bond, or an irrevocable letter of credit in the same amount, which shall serve as a Performance and Construction Blanket Bond.
- 6. A description of what the communications services will be used for to include information detailing if the applicant is a dealer of communications services to end users in Florida.
- 7. If applicable, proof that the Applicant has paid the Communications Services Tax to the State of Florida. Applicants who have not paid the state tax will be charged a fee in the permitting process.

If applicant is a pass-through provider, applicant shall provide a certified copy of the certificate or license issued by the Florida Department of State, or other appropriate State agency or department, authorizing the company to do business in the State of Florida, in lieu of attachments (1), (2), and (3).

(FOR OFFICE USE ONLY)

**Registration #:** 

Date:



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## **Authorized Agent Affidavit**

l,	, hereby grant authorization to the following
persons or entities to act on my behalf with conducting activities related to obtaining per	h the City of Bonita Springs (hereinafter, "the City") while
Contractor Name:	Contractor Name:
License No.:	
Type of Work:	Type of Work:
	be considered an agent of my business and therefore the me to assume all responsibilities connected to or associated business.
harmless from, any and all responsibility, cl acceptance of the Authorized Agent's signatu	, agree to relieve the City of, and to hold the City aims or other actions arising from or related to the City's ure for permit-related activities. I further understand that it te any such authorization and to ensure that the City receives
Attorney-in-fact	
State of	
County of	
by	d before me this day of, 20, who is personally known to me or produced as identification.
	Notary Public Signature

# Performance and Payment Bond Public Construction Bond

KNOW ALL MEN BY THESE PRESENTS:	
that we	
(hereinafter, the "Principal"), and	, a
corporation authorized to do business in the State of Florida as a surety insurer and organized under the laws of the State of, with its home office loc	•
atat	
(hereinafter, the "Surety"), are firmly bound unto the City of Bonita Springs, a munic corporation of the State of Florida, (hereinafter, the "City"), in the sum of Fifty Thous Dollars (\$50,000.00), for payment of which we bind ourselves, our heirs, pers representatives, successors, and assigns jointly and severally.	sand

WHEREAS, the Principal has received, or may upon application receive, a permit or permits from the City to perform work on, about or adjacent to a right-of-way as may be particularly specified in said permit(s), to which permit(s) reference is hereby made and are made part hereof by reference; and

WHEREAS, the Principal agrees to comply with all the rules, regulations and restrictions of the City in regard to said permit or permits.

NOW, THEREFORE, the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements specified in said permit or permits, and shall well and truly save harmless and indemnify the City from all damages and costs that the City may suffer, be liable for, or be compelled to pay or any injuries or damages which may be caused by any action or work being carried on by the Principal under any permit or permits issued by or on behalf of the City, then this obligation shall be void; otherwise remain in full force and effect, subject only to the following conditions:

1. This obligation shall remain in effect for one year with an initial expiration date of one year from the date of execution hereof, with automatic extensions of an additional year to occur each successive year thereafter until the Bond is released one year following the date of termination of the Principal's registration with the City. Surety shall acknowledge each one year extension of this Bond by sending a written letter on official bonded letterhead signed by the person(s) with authority to acknowledge such extensions.

2.	Regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount listed above.		
3.	The City may make a demand for payment at the following Florida address:		
	, w	nose valid phone number is ()	
4.	The venue for any action under this Bond is Lee County, Florida. Florida law will control any action taken under the terms of this Bond. Further, any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section <u>255.</u> 05(2), Florida Statutes.		
5.	Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this Bond.		
6.	Principal at any time by	e its liability hereunder as to future permits issued to the living thirty (30) days written notice of such termination to not be liable for any permits issued to the Principal after termination.	
		instrument has been duly executed by the Principal and day of	
Princi	pal	By: Title:	
Surety	y	By: Attorney-in-fact	
1st W	itness Signature	2nd Witness Signature	
1st W	itness Printed Name	2nd Witness Printed Name	

## **SURETY ACKNOWLEDGMENT**

STATE OF	
COUNTY OF	
I,	, a Notary Public in the State of
, do hereby certify that	, Attorney-in-fact
of	_, appeared before me this day in person,
and acknowledged that s/he signed, sealed,	and delivered said instrument, for and on
behalf of	for the uses and purposes therein set
forth.	
	Notary Public:
	My commission expires:
Personally Known OR Produced  Type of Identification Produced	ed Identification