

**MAINTENANCE BOND – SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that we

, hereinafter called Principal, and

, hereinafter called Surety, are held and firmly bound unto the

County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of

\$ United States Dollars

for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements, in

WHEREAS, the aforementioned improvements were made pursuant to certain plans and specifications on file in the DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF PINELLAS COUNTY, FLORIDA and hereby made a part hereof by reference thereto and, WHEREAS, Principal is obligate to protect the COUNTY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of eighteen (18) months from , WHICH IS THE DATE OF HIGHWAY'S LETTER ACCEPTING THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY OR ITS SUCCESSOR IN INTEREST FOR THE SUBDIVISION shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, of the defect will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said improvements to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipts of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the COUNTY OR ITS SUCCESSOR IN INTEREST the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

(Corporation Name)

By:

\_\_\_\_\_  
(Printed name and title)

Attest:

(Seal)

\_\_\_\_\_

By:

As its agent and Attorney in fact

(Corporate Seal)

Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION