

COMPLETION BOND - WORK WITHIN
RIGHT-OF-WAY OR EASEMENTS
TEMPORARY INSTALLATIONS

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, the above named Principal has applied to the County for approval of a Right-of-way Utilization permit for work within the right-of-way or easement for the site known as _____ and has agreed, as a condition to the approval of said permit by said County, to construct and remove the improvements set forth on the approved Permit and its accompanying plans and hereby made a part hereof by reference thereto, which improvements consist of _____, and

WHEREAS, the approval of said permit by said County is further conditioned upon the furnishing of an adequate surety bond to be furnished to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respect comply with the terms and conditions of the approval of said permit, these conditions being more specifically the completion and removal of the improvements, in accordance with the ordinances and regulations of Pinellas County in regard to improvements and according to the plans, specifications, and schedules covering said work, and such approved additions, amendments or alterations as may be made in the plans, specifications and schedules for such work as approved by the Department of Public Works and Engineering of Pinellas County, Florida, and shall complete all of said work on or before _____ then this obligation shall be void, otherwise remaining in full force and effect.

PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST shall notify the Principal in writing of any items that need to be completed, removed, or corrected for the acceptance of the improvements by PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to complete, remove, or correct said improvements.

Surety unconditionally covenants and agrees that if the principal fails to complete, remove, or correct said improvements, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, will forthwith complete, remove, or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct or remove said improvements, 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 have 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, completion, removal, repair or replacement of said improvements to which the Principal and Surety unconditionally agree and,

The Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the work to be performed or materials to be furnished of said Surety on this bond and the said Surety does hereby waive notice of any such changes, extension of time, alterations or additions to the improvements or of the plans, specifications and schedules.

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 complete, remove, or correct said improvements, or, pursuant to public advertisement and receipt of bids, caused to be completed, removed, or corrected the improvements in the 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 the Surety shall be jointly and severally 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 complete, remove, or correct the improvements.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly executed on this ____ day of _____, 20____.

(Corporate Seal)

_____(Seal)

By:

(Printed name and title)

Attest:

By:

As its agent and Attorney in fact
Surety

(Corporate Seal)

Note: (Attach Standard Form showing Attorney in fact Authorization)