

MAINTENANCE BOND - WORK WITHIN  
RIGHT-OF-WAY OR EASEMENTS

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,  
for

WHEREAS, the aforementioned improvements were made pursuant to the plans and  
specifications of the above named project, and,

WHEREAS, Principal is obligate to protect the County against any defects resulting from  
faulty materials or workmanship of said improvements and to maintain said improvements for a  
period of months from then this  
obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY OR ITS SUCCESSOR IN INTEREST 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 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,  
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 receipt 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 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 correct said defects.

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

(Corporation Name)

By:

(Seal)

(Printed name and title)

Attest:

\_\_\_\_\_

By:

As its agent and Attorney in fact

(Seal)

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