

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
eighteen (18) 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: _____
(Printed name and title)

(Seal)

Attest: _____

By: _____
As its agent and Attorney in fact

(Seal)

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