

PAVING & DRAINAGE AS-BUILT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ as PRINCIPALS, and _____
a corporation, existing under the laws of the State of Florida and having heretofore complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State and listed in the latest revision of circular 570 "Surety Companies Acceptable on Federal Bonds", as SURETY are held and firmly bound unto the **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, (District), in the full and just sum of _____, lawful money of the United States of America, for which sum well and truly to be paid to said DISTRICT, the said PRINCIPAL and the said SURETY do hereby bind themselves, their heirs, executors, administrators, successors or assigns respectively, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above PRINCIPAL is required to furnish a good and sufficient bond FOR PAVING AND DRAINAGE AS-BUILTS and for said improvements, together with all work incidental thereto, as fully set out in the approved engineering drawings, specifications and details on file with the SOUTH BROWARD DRAINAGE DISTRICT, entitled _____ AS PREPARED BY _____ DATED _____.

NOW THEREFORE, the condition of this obligation is such that if the above PRINCIPAL, its successors and assigns shall, in good and workmanlike manner, perform the work and comply strictly with the conditions of said engineering documents (drawings, specifications and details), within 12 months of its signing these presents, and shall indemnify and save harmless the said DISTRICT and its or his/her agents against damages that may happen to persons or property by reason of excavations or embankments, obstructions and all other work on or off the site or arising out of any act, neglect or omission of said PRINCIPAL, his/her or its' agents, servants or employees with relation to said work, and from all suits and acts of every nature arising out of claims of patentees of any process connected with the said work, or of any material or materials used upon the work, and shall pay all costs accruing if the improvements contract is canceled and a contract for finishing the work is let by the DISTRICT, and shall pay all other expenses lawfully chargeable to said Principal, then these presents shall be null and void, otherwise to remain in full force and effect. The bond shall continue in effect until called by the DISTRICT or released by the DISTRICT.

BOND NO. _____

If the PRINCIPAL shall fail or refuse to correct said insufficiencies in workmanship, or materials or both, within ninety (90) days after said written notice by the DISTRICT, then the DISTRICT shall have the right, pursuant to public advertisement and receipt and acceptance of bids, to cause said insufficiencies in workmanship, or materials, or both, to be corrected. In such case, the PRINCIPAL and SURETY (to the extent of this bond) shall be jointly and severally liable hereunder to pay to and indemnify the DISTRICT upon the correction of said insufficiencies in workmanship, or materials, or both, the full total cost thereof, including but not limited to, engineering, legal and contingent costs together with any damage, direct or consequential, which the DISTRICT may sustain on account of the failure of the PRINCIPAL to comply with all of the requirements hereof.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument by affixing their corporate names and seals hereto and causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this _____ day of _____, 2001.

SIGNED AND SEALED
IN THE PRESENCE OF:

(Print Name)

(Print Name)

(Print Name)

COUNTERSIGNED BY:

PRINCIPAL:

BY: _____

(Print Name & Title)

SURETY COMPANY:

BY: _____

(Print Name & Title)