

PERFORMANCE BOND
FOR EXCAVATION IN COUNTY RIGHTS-OF-WAY (ROW)

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____,

Address: _____, as PRINCIPAL,
and _____, as SURETY, are bound to COLLIER COUNTY,
FLORIDA, as the Obligee (hereafter "COUNTY"), a political subdivision of the State of Florida,
in the full sum of _____ (U.S. Dollar) (\$ _____),
for payment of which PRINCIPAL and SURETY jointly and severally bind themselves, their
successors, assigns, and personal representatives.

SEALED with our Seals, this ____ day of _____, ____.

WHEREAS, PRINCIPAL has applied to the COUNTY for a ROW permit,
_____ (provide permit number(s)) hereafter referred to as "Permit." The
work described in the Permit shall hereinafter be referred to as the "Improvements." All work shall
be in conformance with the General Conditions of Right-of-Way Permits; and

WHEREAS, PRINCIPAL has agreed and is required to furnish a good and sufficient bond
conditioned upon the reconstruction, restoration and repair of roads, soils, bridges, sidewalks,
signs, wellheads, water facilities, sewer facilities, and/or drainage facilities, or other County
property, underground or aboveground, damaged or subsequently affected by the construction of
said Improvement, NOW THEREFORE, PRINCIPAL, SURETY AND CITY agree as follows:

A. CONDITIONS OF BOND:

The consideration of this obligation is such that said Collier County, its successors, legal
representatives or assigns, shall restore, reconstruct and repair roads, soils, bridges, sidewalks,
signs, wellheads, water facilities, sewer facilities, and/or drainage facilities, or other County
property, underground or aboveground, to said Improvements; and if all required fees have been
paid to COUNTY and if all provisions, specifications, standards and other regulations currently in
effect have been complied with, then **this Bond shall remain in full force and effect for one (1)
year after** the construction of the Improvements have been approved and accepted by the
COUNTY. PRINCIPAL shall contact COUNTY for an inspection of the work site not more than
thirty (30) days prior to the one (1) year after acceptance by COUNTY. If such inspection disclosed
no pavement settlement or other damage resulting from construction of the Improvements, then
this Bond shall be released by COUNTY; otherwise, it shall remain in full force and effect.

B. DEFAULT:

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL
fails or refuses to complete the obligations required by the General Conditions of Right-of-Way
Permits and this Bond, the COUNTY, in its sole discretion, has the right to:

(1) demand that the SURETY promptly remedy the default; or

(2) demand payment by the SURETY of the amount due to COUNTY up to the face amount of the Bond by letter signed by the County Engineer, or a designee, stating that the PRINCIPAL has defaulted on his or her obligations as set forth in the General Conditions of Right-of-Way Permits and this Bond, which obligations were a condition of permit approval; or

(3) institute an immediate suit against SURETY to recover the full amount of this Bond for the purposes of completing the obligations set forth herein.

Notice to COUNTY that this Bond will expire prior to performance of PRINCIPAL's obligations shall be deemed a default.

PRINCIPAL and SURETY jointly and severally understand that failure to complete the obligations required by the General Conditions of Right-of-Way Permits and this Bond in accordance with any time periods set forth therein, or at the latest, to commence or recommence completion of the obligations within thirty (30) days after written notice by the County Engineer, or a designee, to do so, shall be deemed to be a failure or refusal to complete such obligations.

PRINCIPAL and SURETY also understand that in the event the COUNTY elects to institute suit against SURETY and the funds recovered thereby prove insufficient to complete the obligations required by the General Conditions of Right-of-Way Permits and this Bond, the PRINCIPAL shall be liable hereunder to pay the COUNTY, any sums required to complete the obligations hereunder, including, but not limited to, legal and contingent costs, together with any damages, direct or consequential, which the COUNTY may sustain because of PRINCIPAL'S failure to comply with all of the requirements hereof.

C. NOTICE:

Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving notice shall remain such until it shall have been changed by written notices in compliance with the provisions of this paragraph. For the present, the parties designate the following as respective places for giving notice:

To: COLLIER COUNTY
Development Review Division
2800 Horseshoe Drive N, Naples, FL 34104
Attention: County Engineer

Note: **Cancellation Notices** Shall be Mailed and include Page 1 of Bond, showing permit number, as indicated above AND Emailed to: Jaime.Cook@collier.gov.

To: PRINCIPAL:

Email: _____

To: SURETY:

Email: _____

D. BOND TO REMAIN IN FULL FORCE AND EFFECT:

This Bond shall be kept in full force and effect by the PRINCIPAL at all times, including any warranty/maintenance period, as provided herein. In the event of any material change, cancellation, expiration or non-payment of premiums, **SURETY shall notify COUNTY by certified mail or registered mail, return receipt requested, and email shown above, at least thirty (30) days prior to the effective date of the change, cancellation, or expiration of said Bond.** Notice to COUNTY that this Bond will expire prior to performance of PRINCIPAL's obligations shall be deemed a default pursuant to section B above.

IN WITNESS WHERE, the PRINCIPAL has caused this PERFORMANCE BOND to be executed by _____ (and attested by its Secretary and its corporate seal to be affixed, if the PRINCIPAL is a corporation); the SURETY has caused this bond to be executed in its name by its Attorney-in-Fact duly authorized to do so, and its corporate seal to be affixed, on the ____ day of _____, ____.

PRINCIPAL:

WITNESSES: _____
(Owner Name and Title of Corporation)

Printed Name

By: _____

Printed Name

Printed Name/Title
(Provide Proper Evidence of Authority)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
 PHYSICAL PRESENCE OR ONLINE NOTARIZATION THIS _____ DAY OF
_____, 20____, BY _____ (Name of Acknowledger) as

(Title) of _____ (Name of Company) WHO IS
PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public – State of _____

(SEAL)

Printed Name

SURETY:

WITNESSES: _____
(Owner Name and Title of Corporation)

Printed Name

By: _____

Printed Name

Printed Name/Title
(Provide Proper Evidence of Authority)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
 PHYSICAL PRESENCE OR ONLINE NOTARIZATION THIS _____ DAY OF
_____, 20____, BY _____ (Name of Acknowledger) as
_____, (Title) of _____ (Name of Company) WHO IS
PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public – State of _____

(SEAL)

Printed Name