**Form 2** - Rev. 2004 **(Utilities Performance Bond)**

**UTILITIES PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

[Insert name of Owner - See Instruction No. 2]

[Insert current business address of Owner]

(hereinafter referred to as “Owner”), and

[Insert name of Surety - See Instruction No. 2]

[Insert current business address of Surety]

(hereinafter referred to as “Surety”), are held and firmly bound unto Collier County, Florida, (hereinafter called “County”), in the total aggregate penal sum of [insert written dollar amount] Dollars ($[insert numeric dollar amount]) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner entered into a certain Utilities System Construction Contract, dated the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, a copy of which is hereto attached and made a part hereof; and

WHEREAS the County has a material interest in the performance of said Contract; and

WHEREAS the County has adopted Ordinances and Resolutions (hereinafter "Land Development Regulations") concerning the Owner's obligations to the County regarding the construction, conveyance and warranty of potable water, non-potable irrigation water and/or wastewater system(s) or portion(s) thereof constructed within the unincorporated area of Collier County;

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties to the County under said Land Development Regulations and all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the guaranty period established by the County, and thereafter, and if the Owner shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder, or the specifications accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Owner and the Surety to the full and faithful performance of the contract as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond, the Contract or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed this

\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

[Owner's witness and signature block - see Instruction No. 3]

NOTE: Collier County shall not accept any Letters of Credit that cannot be

presented in Florida.

[Surety's witness and signature block - see Instruction No. 3]

[Notary and acknowledgment blocks for both Owner and

Surety required - See Instruction No. 4]

Prepared by: [name of person preparing this instrument]

[Address of person preparing this instrument]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

07/2021