

CITY OF JACKSONVILLE FORM OGC-PSB

Plat Surety Bond

PLAT SURETY BOND

Bond No.: _____
Bond Amount: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____,
a(n) _____ as Principal, and _____,
as Surety, are held and firmly bound unto the City of Jacksonville, a municipal corporation, in the amount as calculated below and referenced above of lawful money of the United States of America, for the payment whereof well and truly to be made. The said Principal hereby binds itself, its legal representatives, successors and assigns, jointly and severally, firmly by these presents. This Plat Surety Bond is issued and delivered to the City of Jacksonville by _____ and shall be held in escrow until the developer has fulfilled all requirements of the Jacksonville Land Development Procedures Manual and Chapter 654 of the Jacksonville Ordinance Code.

RECITALS:

WHEREAS, the said Principal has submitted for approval by the Director of the Planning and Development Department of the City of Jacksonville (the "Director") through the Development Services Division (the "Division"), the Plat of _____ (the "Plat"), together with this Plat Surety Bond, prior to recording said Plat and the Director has authorized the recording of the plat, subject to the condition that certain improvements shall be completed to the satisfaction of the Director within the time period specified above or within such further time as may be approved in writing by the Director;

WHEREAS, pursuant to Sec. 654.110, *Jacksonville Ordinance Code*, this Plat Surety Bond for said Plat is hereby accepted pursuant to the details and specifications as approved by the Director, all of which are on file with the Jacksonville Planning and Development Department, Division of Development Services, and in conformance with the City of Jacksonville details and specifications, subject to the condition that the Balance to Complete the following improvements, as estimated and recorded in the attached Guaranteed Amount to Plat Approval Letter ("Approval Letter") which has been signed with no objection by the City of Jacksonville, shall be completed as stated:

- (1) **Stormwater.** The construction and installation of a stormwater system, the estimated cost thereof being _____
DOLLARS (\$ _____);

- (2) **Roadway.** The construction and installation of, on and along all roads, streets, drives, etc. on the platted land including clearing and grading of the rights-of-way, the concrete combination curb and gutter, subbase, base, prime, and the first lift or initial lifts of asphalt (but not the final lift of asphalt), the estimated costs thereof being _____ DOLLARS (\$ _____);
- (3) **Sidewalks.** The construction and installation on and along all common areas on the land to be platted, of concrete sidewalks, wheelchair ramps, and bikeways if required, the estimated cost thereof being _____ DOLLARS (\$ _____);
- (4) **Monumentation.** The survey and placement of the Permanent Reference Monuments (“PRM”) and the Permanent Control Points (“PCP”) for the development, the estimated cost thereof being _____ DOLLARS (\$ _____);
- (5) **Grassing.** The shaping, leveling, grading, dressing, mulching and grassing and/or sodding of all soils between the completed curb and gutter, edge of pavement or travelway, to the common area sidewalk, or limit of the right-of-way, the estimated cost thereof being _____ DOLLARS (\$ _____);
- (6) **Water Distribution.** The construction and installation of the water distribution system to serve the platted land, in accordance with plans, grades, lines, detailed plans and specifications as approved by the Director, and in conformance with the City of Jacksonville details and specifications, the estimated cost thereof being _____ DOLLARS (\$ _____);
- (7) **Sewage Collection.** The construction and installation of the sanitary sewer collection system to serve the platted land, in accordance with plans, grades, lines, detailed plans and specifications as approved by the Director, and in conformance with the City of Jacksonville details and specifications, the estimated cost thereof being _____ DOLLARS (\$ _____);

(8) **Reclaimed Water.** The construction and installation of the reclaimed water system, if any, to serve the platted land, in accordance with plans, grades, lines, detailed plans and specifications as approved by the Director, and in conformance with the City of Jacksonville details and specifications, the estimated cost thereof being _____ DOLLARS (\$ _____);

WHEREAS, the total of paragraphs (1) through (8), above, reflect the Balance to Complete the Required Improvements in the amount of _____ DOLLARS (\$ _____);

WHEREAS, pursuant to Sec. 654.110, *Jacksonville Ordinance Code*, this Plat Surety Bond also includes the cost of the Post-Construction Warranty (“PCW”) for said Plat, the cost thereof being _____ DOLLARS (\$ _____) as stated in the aforementioned Approval Letter attached hereto;

WHEREAS, the total of the Balance to Complete plus the Post-Construction Warranty amount equals _____ DOLLARS (\$ _____), which is stated above as the Amount of Bond;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall in all respects comply with the terms and conditions of the approval of said Plat, these conditions, in accordance with the Land Development Procedures Manual for the City of Jacksonville, Florida, and according to the plans, specifications and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications and schedules for such work as approved by the Department, and if the said Principal shall well and truly perform, do and complete the said work and acts within the time and in the manner aforesaid, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED THAT, completion of the foregoing shall be to the satisfaction of the Director, which shall be evidenced by a written acceptance of the completed work of all construction and installation required under Paragraphs (1) through (8), above, within _____ from the date of the recording of the Plat for the subdivision, or within such further time may be approved by the Director, and

PROVIDED FURTHER THAT, the City of Jacksonville, or its successor in interest, shall notify the Principal in writing of any items that need to be completed or corrected for the acceptance of the improvements by the City of Jacksonville or its successor in interest for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to complete or correct said improvements, and

PROVIDED FURTHER THAT, Surety unconditionally covenants and agrees that if the Principal fails to complete or correct said improvements, within the time specified, the Surety, upon thirty (30) calendar days written notice from the City of Jacksonville, its authorized agent or officer, or its successor in interest, will forthwith complete or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost or shall pay the City of Jacksonville in cash the reasonable cost of completion or correction of said improvements, which amount shall not exceed the penal sum of the bond set forth above. Should the Surety fail or refuse to complete or correct said improvements, the City of Jacksonville 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, completion, repair, or replacement of said improvements to which the Principal and Surety unconditionally agree, and

PROVIDED FURTHER THAT, said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed hereunder or the plans, specifications and schedules accompanying the same shall in any wise affect the obligation of said Surety on this Plat Surety Bond, and said Surety 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 plans, specifications and schedules, and

PROVIDED FURTHER THAT, this Plat Surety Bond shall also be security for the performance by the Principal and Surety of the following additional obligations, which shall constitute a part of this Plat Surety Bond and obligation:

1. In each and every suit brought against the Principal and Surety upon this Plat Surety Bond in which the City of Jacksonville shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the City of Jacksonville, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as a part of the costs and expense of such suit.
2. In the event the Principal is in default under its obligation to install improvements, as referred to herein, Surety will (a) within thirty (30) calendar days of determination of such default, take over and assume completion of said improvements, or (b) pay the City of Jacksonville in cash the reasonable cost of completion of said improvements, which amount shall not exceed the penal sum of this Plat Surety Bond set forth above. Should the City and Surety not agree as to the cost of completion, the same shall be fixed by taking bids by the City after advertisement as provided by law for public contracts covering similar installations. The Surety will make such payment within twenty (20) calendar days after the cost of completion shall have been so determined together with the reasonable costs incurred by the City of Jacksonville for the taking of such bids and the advertisement of same.

3. The Principal and Surety further jointly and severally agree that the City of Jacksonville, or its successor in interest, at its option, shall have the right to complete or correct said improvements, or, pursuant to public advertisement and receipt of bids, cause to be completed or corrected the improvements in case the Principal and should Surety shalfail or refuse to do so, and in the event the City of Jacksonville, or its successor in interest should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally bound hereunder to reimburse the City of Jacksonville, 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 complete or correct the improvements and on account of the failure of Surety to perform its obligations hereunder.

IN WITNESS WHEREOF, the said Principal has executed this Plat Surety Bond on this _____ day of _____, 20____.

PRINCIPAL: _____

SURETY: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(Corporate Seal)

Countersigned by Agent:

By: _____

Print Name: _____

Its: _____

FORM APPROVED:

By: _____

Print Name: _____

Title: City of Jacksonville, Assistant General Counsel