

RESOLUTION NO. 2023-13


**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ADOPTING COMPLETION BOND, MAINTENANCE BOND, AND BOND RELEASE TEMPLATES AND PROCESSES ALONG WITH DOCUMENTATION REQUIREMENTS; A PROCESS TO SUPPLEMENT THE TOWN OF HILLIARD CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hilliard desires to supplement the Land Development Regulations; and provide Completion Bond, Maintenance Bond, Bond Release process Templates and Documentation Requirements; and


**WHEREAS**, the Town of Hilliard desires to have standards and templates adopted to establish minimum acceptable standards for the acceptance and release of Completion Bonds and a process for allowing 10% of the Bond to remain in effect for a warranty period to be determined by a Maintenance Bond Contract; and the Town desires to adopt a process for the release of the Bond contracts.

**NOW THEREFORE BE IT RESOLVED**, that the Town of Hilliard has adopted a template for a Completion Bond, Maintenance Bond, a process for releasing 90% of the Competition Bond allowing for the remaining 10% to be held as a Maintenance Bond throughout the warranty period and then allowing for a process for the release of the Maintenance Bond Contract and for it to supplement the Land Development Regulations in the Hilliard Town Code.

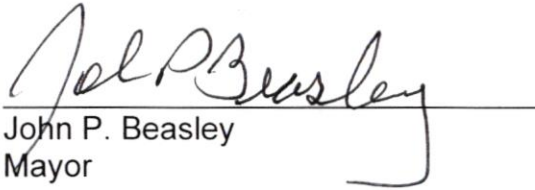
**THIS RESOLUTION** adopted and effective this 6<sup>th</sup> day of July, 2023 by the Town Council of the Town of Hilliard, Florida.

  
Kenneth A. Sims, Sr.  
Council President

ATTEST:

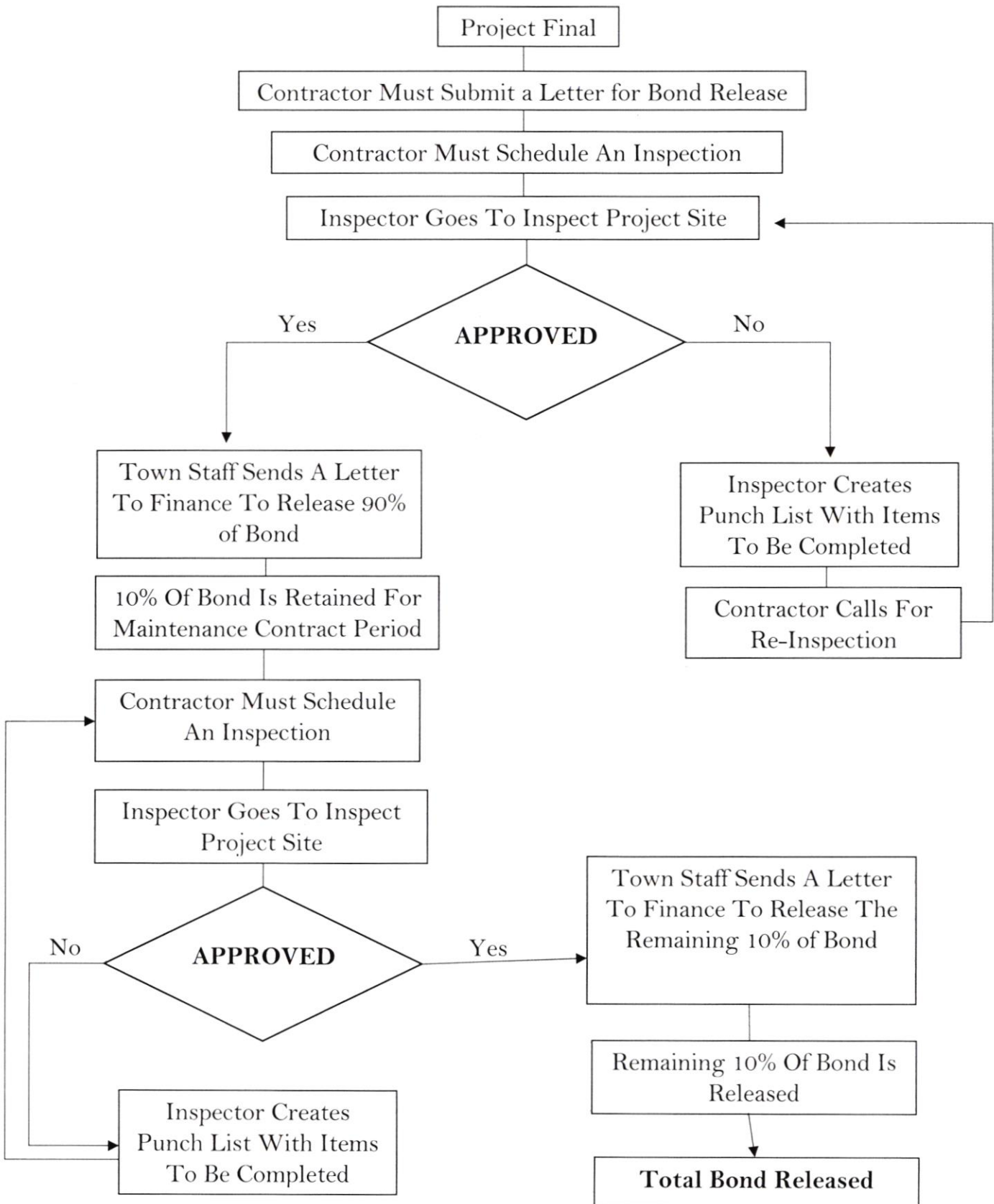
  
Lisa Purvis  
Town Clerk

APPROVED:



John P. Beasley  
Mayor

**Town of Hilliard  
Bond Release Process**



Completion Bond

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_ hereinafter called Principal, and \_\_\_\_\_ hereinafter called Surety, are held and firmly bound unto The \_\_\_\_\_ hereinafter called Oblige, in the full and just sum of \_\_\_\_\_ lawful money of the United States, for the payment of which we bind ourselves our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by the presents.

THE CONDITION ON THIS OBLIGATION is such that, Principal will perform certain work as described in the Engineering Plans prepared by \_\_\_\_\_ dated \_\_\_\_\_ approved by the Town of Hilliard, on \_\_\_\_\_ hereinafter the "Plans", and that such work shall be completed no later than two years from the date hereof.

WHEREAS the said Principal will complete the remaining items per Exhibit "A" at \_\_\_\_\_ within the Town of Hilliard, Nassau County, State of Florida.

NOW THEREFORE if the said Principal shall indemnify and save harmless the Oblige against any loss or damage occasioned by the failure of the workmanship or materials, then this obligation is to be void, otherwise to remain in full force and effect until such time as the Oblige approves the work on which this obligation is conditioned. It is understood, however, the Oblige may call the bond based on an estimate of the cost to complete deficiencies if, in the sole discretion of the Oblige, the Oblige determines a deficiency exists. This bond shall not include loss or damage due to hurricane, cyclone, tornado, earthquake, volcanic eruption or similar disturbance of nature, or military, naval or usurped power, insurrection, riot, or civil commotion, nor any act of God.

No right of action shall accrue upon or by reason of this obligation, to or for the benefit of any persons, firm, or corporation other than the Oblige herein named. This bond shall be governed by the laws of the State of Florida, and any and all legal action necessary to enforce it will be held in The Town of Hilliard, Nassau County, Florida.

SIGNED, sealed, and dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Principal Name \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Witness \_\_\_\_\_

Title \_\_\_\_\_

Surety Name \_\_\_\_\_

Witness \_\_\_\_\_



## MAINTENANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_, hereinafter referred to as "PRINCIPAL" and \_\_\_\_\_, a surety company authorized to do business in the State of Florida hereinafter referred to as "SURETY," are held and firmly bound unto the Town of Hilliard, Florida, hereinafter referred to as "TOWN," in the sum of \$\_\_\_\_\_ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has constructed certain improvements, including but not limited to, streets, curbs, storm drains, water, sewer system and other appurtenances in that certain development described as \_\_\_\_\_; and

WHEREAS, pursuant to the Town of Hilliard Code, the aforesaid improvements were made pursuant to certain plans and specifications dated \_\_\_\_\_, and filed with the TOWN; and

WHEREAS, PRINCIPAL is obligated to protect the TOWN against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of one (1) year from \_\_\_\_\_, 20\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the TOWN against any defects and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of one (1) year from \_\_\_\_\_, 20\_\_\_\_, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The TOWN shall notify the PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon forty-five (45) days written notice from the TOWN, or its authorized agent or officer, of the default will forthwith correct such defect or defects, perform the required maintenance and pay all TOWN costs related hereto, including, but not limited to, engineering costs, legal fees (including attorney fees on appeal) and contingent costs. Should the SURETY fail or refuse to correct said defects and perform the required maintenance, the TOWN, in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the said development, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity, including, including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the TOWN, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the PRINCIPAL shall fail or refuse to do so, and in the event the TOWN should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally obligated hereunder to reimburse the TOWN the total cost thereof, including, but not limited to, construction costs, engineering costs, legal fees (including attorney fees on appeal) and contingent costs, together with any damages either direct or consequential, 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\_\_\_\_.

\_\_\_\_\_  
(Corporate Seal) Principal

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
(If a Corporation)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Seal) Surety

By: \_\_\_\_\_

Attorney-in-Fact

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Note: Attach Power of Attorney to this Bond

STATE OF FLORIDA (COUNTY OF NASSAU )

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_  
(PRINCIPAL) who executed the foregoing instrument and is personally known by me or who has  
produced his/her driver's license as identification and who did/did not take an oath, and who  
acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.