



PUBLIC WORKS DEPARTMENT

8-19-14
PUR-13
14-0853

APPROVAL ROUTING - GENERAL

Title:	811 NW 7 Ave – New Sewer Lateral	Date: 4/29/15
Requestee:	Sayd Hussain	Desired Date of Return: ASAP

Routing Order:	Approved	Disapproved	Signature	Date
Kymberly Holcolmbe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	4/30/15
for: Scott Teschky, Senior Project Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	5/7/15
Pedram Zohrevand, Ph.D., P.E., Assistant City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	5/14/15
Hardeep Anand, P.E., Public Works Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	5/19/15

Document Description: Please provide a brief description of the document being routed and its purpose.

Cash Bond for installation of New Sewer Lateral by City Contractor "Molloy Bros"
In Broward County's Right-Of-Way

NO security release is required per Alric Malcolm, BCTE

NOTE: Do not route for signature(s) without proper back-up and required releases.

CASH BOND FORM

(Installation, Construction and Completion of Improvements)

KNOWN BY ALL PRESENT: That City of Fort Lauderdale,
Florida hereafter DEVELOPER/CONTRACTOR, tenders unto Broward County, a political subdivision of the state of Florida, hereafter COUNTY, the full and just sum of Fifty Five Thousand, Two Hundred and Seventy Dollars (\$ 55,270.00), lawful money of the United States of America, to which payment well and truly made bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, DEVELOPER/CONTRACTOR requested a permit (hereafter "PERMIT" from the COUNTY to install, construct and complete certain road improvements (hereafter "Improvements"); and

WHEREAS, said PERMIT requires DEVELOPER/CONTRACTOR to install, construct and complete said Improvements at DEVELOPER/CONTRACTOR's sole cost and expense and at no cost or expense to COUNTY, as well as maintain said Improvements for a period of one (1) year from the date of acceptance of said Improvements by the applicable local government; and

WHEREAS, as a condition of the issuance of a PERMIT by COUNTY to DEVELOPER/CONTRACTOR, said DEVELOPER/CONTRACTOR is required to furnish to COUNTY satisfactory security, securing the costs for the installation, construction, completion and maintenance of the Improvements;

NOW, THEREFORE, the conditions of this obligation are such that if the above bound DEVELOPER/CONTRACTOR shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill the obligations herein, then this obligation shall be void; otherwise, to be and remain in full force and effect:

1. DEVELOPER/CONTRACTOR unconditionally covenants and agrees to install, construct and complete all Improvements, more specifically described in Exhibit "A," attached hereto and made a part hereof; required by the PERMIT and, to maintain such Improvements for a period of one (1) year from the date of written acceptance of the Improvements by the applicable local government.
2. The estimated costs of the Improvements are Fifty Five Thousand, Two Hundred and Seventy Dollars (\$ 55,270.00), which shall be secured by cash, check or money order made payable to the Broward County Highway Construction and Engineering Division ("Engineering Division").
3. Upon completion of the Improvements and acceptance by the applicable local government, DEVELOPER/CONTRACTOR shall notify the Engineering Division

of such completion and acceptance. Upon a determination by the Engineering Division that the Improvements have been installed, constructed, completed and accepted, and following the completion of DEVELOPER/CONTRACTOR's one (1) year maintenance obligation, the COUNTY shall have ninety (90) days from the date of such determination to remit the security herein to DEVELOPER/CONTRACTOR.

4. In the event DEVELOPER/CONTRACTOR fails to install, construct, complete or maintain the Improvements for the required one (1) year period, COUNTY or its authorized agent shall provide thirty (30) days written notice to DEVELOPER/CONTRACTOR or its authorized agent or officer, of said failure to install, construct, complete or maintain said Improvements. If DEVELOPER/CONTRACTOR fails or refuses to comply with the requirements herein and as contained in the PERMIT, COUNTY shall, at its option, have the right to complete DEVELOPER/CONTRACTOR's obligations, or cause to be completed the aforesaid installation, construction, completion or maintenance of the Improvements.
5. In the event COUNTY exercises the right to install, construct, complete or maintain said Improvements, DEVELOPER/CONTRACTOR shall be liable for all costs incurred by COUNTY and the monies tendered hereby shall be used to reimburse COUNTY for the total cost of such installation, construction, completion, or maintenance, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of DEVELOPER/CONTRACTOR to carry out and execute the required maintenance for the aforesaid one (1) year period.

IN WITNESS WHEREOF, DEVELOPER/CONTRACTOR has executed this Cash Bond this 24 day of May June, 2015.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida:

By 
JOHN P. "JACK" SEILER, Mayor

By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:

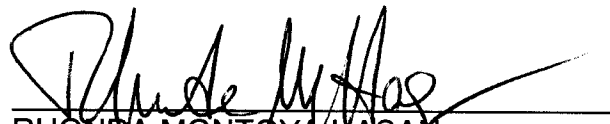

RHONDA MONTOYA HASAN
Assistant City Attorney

EXHIBIT "A"

IMPROVEMENTS

Installation of improvements in accordance with the SEWER LATERAL CONSTRUCTION AT 811 NW 7 AVE plan approved by the Broward County Highway Construction & Engineering Division on May 20, 2014 under project reference # 140327101.