



Public Works Department  
**HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION**  
1 N University Drive, Box B300 Plantation Florida 33324-2038 • 954-577-4555 • FAX 954-357-5715

December 5, 2014

**INFORMATION FOR USE IF POSTING A CASHIERS CHECK OR CASH AS SECURITY**

Mr. John Barr,

The cash bond agreement will be between Broward County and (either the individual or the entity) who is supplying the check for the improvement of the project.

Please insert the following information –

On Page One:

**CASH BOND FORM**  
(Installation, Construction and Completion of Improvements)

KNOWN BY ALL PRESENT That (The name of the individual or entity), hereafter DEVELOPER/CONTRACTOR, tenders the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful \_\_\_\_\_.

The total amount is \$ \_\_\_\_\_.

- 2. The estimated costs of the improvements are \_\_\_\_\_ Dollars ((\$ \_\_\_\_\_), which shall be secured by cash, check or money order.

The estimated cost is for the work that will be constructed/installed in the County right of way. This should be the same as the total amount listed above.

On Page Two:

IN WITNESS WHEREOF, DEVELOPER/CONTRACTOR has executed this Cash Bond this \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_.

On Page Five:

**EXHIBIT "A"**  
**IMPROVEMENTS**

Approved by the Board of County Commissioners, Broward County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
At the County Administration Center, 1 N University Drive, Plantation, Florida 33324-2038.

Please have all parties sign the agreement (witnesses, notary, etc.). If an entity is involved with this agreement, they will need to emboss the agreement with their corporate seal.

The cashier's check or certified check for the cash security needs to be made payable to the Broward County Board of County Commissioners - HCED.

If you have any questions, please call me at 954-577-4590

Alric Malcolm  
Engineer I

**CASH BOND FORM**

*(Installation, Construction and Completion of Improvements)*

KNOWN BY ALL PRESENT: That \_\_\_\_\_, hereafter DEVELOPER/CONTRACTOR, tenders unto Broward County, a political subdivision of the state of Florida, hereafter COUNTY, the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_), 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DEVELOPER/CONTRACTOR – INDIVIDUAL**

Witnesses:

DEVELOPER/CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Print address: \_\_\_\_\_

Print name: \_\_\_\_\_

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

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF                            )  
  ) SS.  
COUNTY OF                        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is personally know to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name

Commission No. \_\_\_\_\_

EXHIBIT "A"  
IMPROVEMENTS