

6.01 DRC ENGINEERING/UTILITY DEPARTMENT CHECKLIST

DEVELOPMENT REVIEW COMMITTEE (DRC)
ENGINEERING / UTILITY DEPARTMENT COMMENTS

MEETING DATE: _____

SITE PLAN NUMBER: _____

SITE PLAN NAME: _____

LOCATION: _____

SITE PLAN

- _____ Existing Water IS shown on the Site Plan.
- _____ Proposed Water IS shown on the Site Plan.
- _____ Easements for existing and/or proposed facilities ARE shown on the Site Plan.
- _____ Existing Sewer IS shown on the Site Plan.
- _____ Proposed Sewer IS shown on the Site Plan.
- _____ Existing Drainage IS shown on the Site Plan.
- _____ Proposed Drainage IS shown on the Site Plan.
- _____ Zoning classification IS shown on the Site Plan; Zoning District = _____
- _____ Impervious Area percentage calculation IS provided on the Site Plan.
- _____ Pavement markings and signs ARE shown on the Site Plan.
- _____ Survey WAS provided with the submittal package.
- _____ Schedule meeting with City Engineer; call ~~730-2970954~~ 730-4204 for appointment (may take 1 week).

Additional site plan comments: _____

Site Plan Recommendation:

_____A

_____ACUEPA

_____SPTCO

WATER

- _____ Water Distribution System IS ADEQUATE.
- _____ Pipe diameters are too small; Minimum looped diameter required is _____ in.
- _____ System IS looped.
- _____ Adequate fire flow exists; Required fire flow = _____ gpm.
- _____ A 25% reduction HAS been approved by the Fire Department at q = _____ gpm.
- _____ Adequate fire hydrant spacing has been provided. Maximum fire hydrant spacing is _____ ft. All portions of each structure to be within a maximum of _____ ft. from the nearest hydrant (as the hose lays).
- _____ Existing fire flow is determined; fire flow = _____
- _____ Fire hydrant is protected by Std. FDOT curbs and/or bollards.
- _____ Fire flows based on proposed plan must be evaluated.
- _____ Easements are adequate.
- _____ Survey adequately indicates locations of valves, fire hydrants, meters, etc.
- _____ Backflow preventers are on RPZ / DDCV (fire dept.) / PVB / AG
- _____ Tie-ins and valving are adequately shown or provided.
- _____ Additional impacts off-site - Evaluation / Improvements and/or Impact Fees probable.

Additional water comments/clarifications_____

Water Recommendations:

_____A _____ACAA _____ACAAEP _____SPTCO

Note: Construction details and specifications, i.e. meter sizes, service and water main connections, valving, materials, etc. will be handled at a later date in the Engineering Permit Application / Review process.

SEWER

_____ Wastewater System IS adequate.

_____ Additional flow is unknown (Applicant must indicate quantity); q - _____ADF

_____ Existing lift station must be evaluated to determine adequacy.

_____ Easements are inadequate or are not shown.

_____ Cleanouts are inadequate or not shown (4" minimum diameter; at all bends).

_____ Gravity system or tie-ins are inadequate or not shown.

_____ Gravity system must be TV'ed and VCR tape submitted to the Engineering Division

_____ Lift Station must be inspected and data provided on existing/proposed Equipment.

_____ Force main system is inadequate or not shown.

_____ Additional impact to off-site Sewer systems - Evaluation / Improvement and/or Impact Fees probable.

Additional sewer comments / clarifications_____

Sewer Recommendation:

_____A _____ACUEPA _____SPTCO

Note: Improvements to lift stations and gravity sewer lines may be required as a result of Engineering Permit inspections and/or permit submittal requirements which will occur at a later date - after an approved Application has been submitted.

DRAINAGE

Storm water System IS / IS NOT adequate.

- _____ Total impervious area exceeds 40 percent limit.
- _____ Pervious area of parking lot does not meet the 15 percent minimum requirement.
- _____ Runoff must be retained on-site; provide spot elevations and indicate flow.
- _____ Spot elevations indicate minimum grade of impervious areas of 3% is not met.
- _____ Catch basin maximum spacing of 300 feet is exceeded.
- _____ Imperious area is increasing - submit drainage calculations.
- _____ Additional Impact to off-site Drainage Evaluation / Improvements and/or Impact Fees probable.

Additional drainage comments / clarifications: _____

Drainage Recommendation:

_____A

_____ACUEPA

_____SPTCO

Note: Stormwater facilities must be designed for both quality and quantity; however, quantity usually governs. Various simulations may be required as a result of the Engineering Permit review process.

TRANSPORTATION

Transportation System IS / IS NOT adequate.

- _____ Sidewalks and/or pedestrian walkways are inadequate or not provided.
- _____ Inadequate clear zone exists.
- _____ Inadequate sight distance exists.
- _____ ADA accessibility is inadequate or not provided.
- _____ Roadway markings are inadequate or not shown as follows:
 - _____ stop bars _____ traffic dividers _____ directional arrows
 - _____ fire lane _____ pedestrian crosswalks _____ other
- _____ Signs and/or their locations re inadequate or not shown as follows:
 - _____ stop signs _____ do not enter _____ speed limit
 - _____ other:
- _____ Road (or drive aisles) widths are inadequate.
- _____ Turning radius of 52 feet minimum diameter is not shown or maintained.
- _____ Driveway openings do not meet current standards.
- _____ Need ingress / egress easement.
- _____ Off-site impacts possible - need TRIPS run from Broward County.
- _____ Possible traffic concerns on or off-site - need Traffic Study.
- _____ Additional impact to off-site roadways and/or intersections - Transportation Evaluation / Improvements and/or Impact Fees probable.

Additional transportation comments / clarifications: _____

Transportation Recommendation:

_____A

_____ACUEPA

_____SPTCO

Recommendation Codes:

A = Approved

ACUAEP = Approved contingent upon an approved engineering permit, information, data, studies, inspection reports, etc. which may become available or are required in the engineering permitting process MAY / WILL require a modification of your site plan and a resubmittal.

SPTCO = Additional submittals must be made and approved by the appropriate staff AND / OR City Commission or other agency prior to a Certificate of Occupancy being issued.

The Engineering Permit Application / Review process may take up to 30 days after an approved application has been submitted at the Building Division and internally delivered and logged into the Engineering Division. Engineering Permits must be approved (at least contingent upon contractor's licensing, insurances, fees, etc. being submitted and approved by the Building Division) prior to application for a Building Permit.

COMMENTS PROVIDED BY: _____

DATE: _____

THIS INSTRUMENT PREPARED BY:
Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

AFTER RECORDING, RETURN TO :
Earl Hall, Esq.
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6.02 CITY OF LAUDERHILL

UTILITIES EASEMENT DEDICATION

THIS INDENTURE made this _____ day of _____, 20_____, between _____ having an address at _____ ("GRANTOR"), expressly grants an easement for the purposes described herein to THE CITY OF LAUDERHILL, FLORIDA, having an address at 5581 W. Oakland Park Blvd., Lauderhill, Florida 33313, ("GRANTEE"), subject to the following provisions and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by GRANTEE to GRANTOR, receipt of which is hereby acknowledged by both parties.

GRANTOR is the fee simple owner of that parcel of real property, a legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein, ("Property").

GRANTOR hereby grants, bargains and sells to GRANTEE, its successors and assigns, a perpetual easement in, under, over, through, across and upon all of the Property exclusive of those areas inside of the perimeter of any existing or future building or structure to be located on the Property for the purposes described herein ("Easement Area").

GRANTOR hereby grants unto GRANTEE, its successors and assigns, full and free right and authority to construct, maintain, repair, install, and rebuild water and sanitary sewage facilities in, over, under, through, upon or across the Easement Area.

The City agrees to own, maintain and repair the Lines at the City's sole cost and expense. The City shall not be responsible for any damage to improvements now or hereafter existing on the Project, including, but not limited to sidewalks, pavement, shrubbery landscaping, signage or irrigation equipment and machinery, which may result from the City's access to or repair or maintenance of the Lines and if it is necessary to excavate within

the area of such Lines in order to repair or maintain same. The City's only obligation after repairing or maintaining the Lines shall be to adequately fill and compact any such excavation and return the ground to pre-development natural grade. Developer hereby waives any rights it may now or hereafter have to require the City to repair, replace, restore or improve the affected area beyond that described in this paragraph. Furthermore, Developer agrees not to install any permanent improvements, except asphalt, concrete curbing, irrigation lines or sidewalks within a 5' strip on either side of the City Lines.

GRANTOR may for its own purposes utilize the Easement Area and shall retain the right of free ingress and egress on and over the Easement Area; provided, that in no event shall any of the rights herein reserved to GRANTOR impede the easement herein granted or the exercise of the rights of use herein granted to GRANTEE.

The provisions of this easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the property.

This easement shall not be released or amended without consent of the GRANTEE as evidenced by a document signed with the same formalities as this document.

GRANTEE shall record this document in the Public Records of Broward County, Florida.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, GRANTOR has hereunto set his hand and seal on the day and year first above written.

Signed, Sealed and delivered

in the presence of:

GRANTOR

Print Name

Print Name

Print Name

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ as _____

for _____

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

**6.03 CONTRACTOR'S FINAL WAIVER
AND RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____, a Florida corporation, in consideration of payment in the sum of _____ (_____) ("Payment"), receipt whereof is hereby acknowledged, does hereby (if there was a claim of lien filed), release its lien and right to claim a lien against _____ ("Owner") and City of Lauderhill ("City"), and against that certain real property and improvements thereon ("Property") situated in Broward County, Florida and more particularly described as follows:

Project: _____

Location/Description: _____

for the amount of said Payment, on account of work and labor performed and/or materials furnished in, to, or about the construction of any building or buildings situated thereon, or in improving the Property, or any part thereof.

The undersigned represents and warrants that no other entities may claim a lien upon the property or against the Owner, and Engineer or work done or materials supplied through or to the undersigned, and that all such have been fully paid.

It is understood that this Final Waiver and Release of Lien is expressly conditioned upon clearance of the above-referenced Payment if such Payment was made by check.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20__.

Signed and delivered in the presence of:

(witness)

By: _____

(witness)

Title: _____

6.04 CITY OF LAUDERHILL
UTILITIES ACCEPTANCE PACKAGE CHECKLIST

DATE OF CITY COMMISSION ACCEPTANCE:

(minutes attached)

PROJECT:

Please be advised that for the conveyance to the City of water and/or sewer improvements made within the above referenced project, we need submitted one completed copy of this checklist and the following items:

- _____ 1. Letter of Certification of Completion for Water and Sewer from Engineer of Record
- _____ 2. One (1) complete set of "As-built" ~~mylars~~ in AUTOCA and PDF format showing the original design and the "As-built" data.
- _____ 3. Five (5) sets of "As-built" prints, signed and sealed, two (2) of which are to be forwarded to the Community Development Department.
- _____ 4. Copy of all test results and Final Inspection Report (to include hydrant make, model, size, inspection details, and flow test data).
- _____ 5. Letter of acceptance of other utilities and/or DER/DNRP and HRS forms.
- _____ 6. Computer "As-built" construction drawing files on CD/DVD (AUTOCAD ~~version 14.0 or later~~ DXF format)
- _____ 7. Certified "As-built" quantities and cost document (itemized) certified by the engineer of record.
- _____ 8. Copies of Releases of Liens and No-Lien Affidavits.
- _____ 9. Final Subdivision Approval Form
- _____ 10. Acceptable lamping/TV report or letter of sanitary sewer system inspection.
- _____ 11. Bill of Sale.
- _____ 12. Maintenance Bond.
- _____ 13. Easement dedication.
- _____ 14. Evidence that the Performance Bond or equivalent has been released or reduced.

_____ 15. Elevation certificate.

**6.05 Final Approval
of
Water Lines/Services/Fire Hydrants
for the
City of Lauderhill**

Telephone: (954) 730-2973

Fax: (954) 730-3075

1. Area to be considered for approval.

Description: _____

(attach sketch or overall maps)

2. I agree that the **water lines/services/fire hydrants** for the above project have been inspected by the City personnel and are acceptable to the District at this time.

Signature _____ Date: _____
District Inspector

3. Approved _____ Not Approved _____

Comments/Stipulations: _____

4. Final Release: _____ Date: _____
Field Manager

City Engineer: _____ Date: _____

**6.06 Final Approval
of
Gravity Sewer and Lateral Lines
for the
City of Lauderdale**

Telephone: (954) 730-2973

Fax: (954) 730-3075

1. Area to be considered for approval.

Description: _____

(attach sketch or overall maps)

2. I agree that the **gravity sewer and lateral lines** for the above project have been inspected by the City personnel and are acceptable to the District at this time.

Signature _____ Date: _____
District Inspector

3. Approved _____ Not Approved _____

Comments/Stipulations: _____

4. Final Release: _____ Date: _____
Field Manager

City Engineer: _____ Date: _____

THIS INSTRUMENT PREPARED BY:

Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

AFTER RECORDING, RETURN TO :

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Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

6.07 City of Lauderhill

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

City of Lauderhill
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company _____ (Corp. Seal)

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company _____ (Corp. Seal)

Signature: _____

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default: and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract: or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner: or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part,

without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4: and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

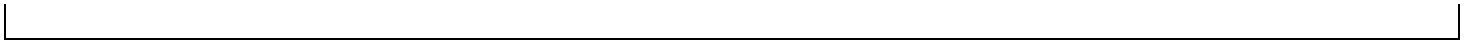
12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



THIS INSTRUMENT PREPARED BY:

Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

AFTER RECORDING, RETURN TO :

Earl Hall, Esq.
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8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351

6.08 City of Lauderhill

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

City of Lauderhill
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company (Corp. Seal)

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company (Corp. Seal)

Signature: _____
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly: and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owned by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all

funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to relate subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be acceptable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



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Sunrise, Florida 33351

6.09 City of Lauderhill

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT: That _____

Address _____

As Principals, and _____

a corporation existing under the laws of the State of _____, and having heretofore complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State, as Surety, are held and firmly bound unto the City of Lauderhill of Broward County, a political subdivision of the State of Florida, in the full

and just sum of _____ Dollars

(\$ _____), lawful money of the United States of America, for which sum well and truly to be paid to said City of Lauderhill the said Principal and the said Surety do hereby bind themselves, their heirs, executors, administrators, successors, or assigns respectively, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the Lauderhill City Code requires a bond in the amount of 20 percent of the actual cost of the Subdivision Improvements be posted upon approval of said Subdivision Improvements by the Utility Director and

WHEREAS, in compliance with said Maintenance Bond requirements, said Principal is required to furnish a good and sufficient bond in a surety company licensed to do business in the State of Florida conditioned upon the correction of all insufficiencies in design, workmanship and/or materials which are found within one year of the date of the approval of the Subdivision Improvements by the Utility Director of the City of Lauderhill, Florida. The date of approval being , 19____.

NOW THEREFORE, the condition of this obligation is such that if the said Principal, its successors, legal representatives or assigns shall have paid all claims for the cost of correcting all insufficiencies in design, workmanship and/or materials discovered within one year of the date of approval of the Subdivision Improvements by the Utility Director of the City of Lauderhill, Florida then this obligation shall be void; else to continue in full force and effect.

Prior to the end of 365 calendar days following said Utility Director's approval of the Subdivision Improvements warranted by this bond, the City Utilities Engineer shall inspect them for final release. If his investigation reveals any insufficiencies, than he shall notify the Principal, in writing, that the work is unacceptable.

The Principal and the Surety, jointly and severally, agree that said City of Lauderhill shall have the right to correct insufficiencies in design, workmanship and/or materials in the event the said Principal should fail or refuse so to do within ninety (90) days after said written notice by the City Utilities Engineer, and, pursuant to public advertisement and receipt and acceptance of bids, as may be required by law cause said insufficiencies in design, workmanship and/or materials to be corrected. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify said City upon the correction of said insufficiencies in design, workmanship and/or materials, the final total cost thereof including but no limited to engineering, legal and contingent cost together with any damage, direct or consequential, which said City of Lauderhill may sustain on account of the failure of the Principal to comply with all of the requirements hereof.

Upon recommendation by the City Utilities Engineer for final acceptance and upon compliance by Principal with applicable conditions, as hereinabove stated, the City Utilities Director will then recommend to the City Commission the release of this reduced bond.

IN WITNESS WHEREOF the above bounded parties have executed this instrument by affixing their corporate names and seals hereto and causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this _____ day of A.D. 19__.

Signed and Sealed and delivered in presence of us:

(Seal)

STATE OF FLORIDA)

)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____ ,

19 __, by _____ as _____

for _____.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

THIS INSTRUMENT PREPARED BY:

**Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351**

AFTER RECORDING, RETURN TO :

**Earl Hall, Esq.
Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd., Ste. 101
Sunrise, Florida 33351**

6.10 CITY OF LAUDERHILL

BILL OF SALE

KNOW ALL MEN BY THESE PRESENT, that _____
of the _____ of _____ in the county of _____
_____ and State of Florida, Party of the first part, for and in consideration of the sum of
Ten Dollars, lawful money of the United States, to be paid by the CITY OF LAUDERHILL, a municipal
corporation of the State of Florida, 5581 W. Oakland Park Blvd., Lauderhill, Florida, Party of the second part,
the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, and delivered and by these
presents does grant, bargain, sell, transfer, and deliver unto the said Party of the second part, its successors and
assigns, the following goods and chattels:

All of the Water and Sewer System Improvements; together with all appurtenances attached
thereto, which lie within the Public Rights-of-Way or within easements provided for same, in
the subdivision

of _____

Plat Name

Subdivision

All of the above described as _____ in "As-Built" Plans which
are and have been submitted to and recorded by the City and certified as-built quantities and
costs breakdown which are attached hereto as exhibit "A".

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

The Party of the First part does covenant to and with the Party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said Party of the second, part, it's successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____
one thousand nine hundred and _____.

Signed, sealed and delivered in presence of us:

_____	_____ (Seal)

_____	_____ (Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____ ,
19___, by _____ as _____
for _____.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____