

**INSTRUCTIONS FOR
SURETY BOND
(Warranty)**

PRINCIPAL: (1) _____
SURETY: (2) _____
Utility Connection Permit
and Date of Permit: (3) _____

KNOW ALL BY THESE PRESENTS:

That PRINCIPAL, and SURETY as identified above, are bound to BROWARD COUNTY, as the Obligee (hereafter "COUNTY"), a political subdivision of the State of Florida, in the full sum of:

(4) _____ U.S. Dollars \$ (5) _____

for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives:

WHEREAS, PRINCIPAL has been issued the Broward County Utility Connection Permit referenced above (hereafter "PERMIT") for construction of water and/or wastewater and/or reclaimed water facilities (hereafter "Improvements"); and

WHEREAS, one of the conditions of the PERMIT is that PRINCIPAL furnish COUNTY with a satisfactory bond covering all Improvements built or altered which are to become COUNTY property, warranting against all defects in workmanship, materials, equipment, or construction for a period of not less than one (1) year from the date of written acceptance of the Improvements by COUNTY (hereafter "Warranty Period"); NOW, THEREFORE,

A. CONDITIONS OF SURETY BOND:

(1) PRINCIPAL unconditionally covenants and agrees to guarantee and warranty all Improvements built or altered which are to become COUNTY property against all defects in workmanship, materials, equipment, or construction during the Warranty Period, and PRINCIPAL shall pay all costs to complete repairs to said Improvements during the Warranty Period; and

(2) PRINCIPAL shall indemnify COUNTY for any and all loss or losses that COUNTY may sustain by reason of any defective materials or workmanship which become apparent during the period of one (1) year from and after (6) _____

B. DEFAULT:

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refuses to complete the warranty obligations required herein during the Warranty Period noted above, COUNTY has the right to:

- (1) demand that the SURETY promptly remedy the default; or
- (2) demand payment by the SURETY of the amount due to COUNTY, including amounts required to remain secured, up to the face amount of the Bond, by letter signed by the County Administrator, or a designee, stating that the PRINCIPAL has defaulted on PRINCIPAL's warranty obligations, which obligations were a condition of approval of the PERMIT; or
- (3) institute an immediate suit against SURETY to recover the full amount of this SURETY BOND for the purpose of correcting the defective materials or workmanship.

Any notice to COUNTY that this SURETY BOND will expire prior to expiration of the warranty period shall be deemed a default.

PRINCIPAL and SURETY jointly and severally understand that failure to correct the defects in materials or workmanship within the time periods set forth herein, or at the latest, to commence or recommence completion of the obligations within thirty (30) days after written notice by the County Administrator, or a designee, to PRINCIPAL and SURETY to do so, shall be deemed to be a failure and refusal to complete such obligations.

PRINCIPAL and SURETY also understand that in the event the COUNTY elects to institute suit against SURETY, and the funds recovered thereby prove insufficient to correct the defective materials or workmanship, the PRINCIPAL shall be liable hereunder to pay to COUNTY any sums required to complete the obligations hereunder, including, but not limited to, legal and contingent costs, together with any damages, direct or consequential, which the COUNTY may sustain because of PRINCIPAL's failure to comply with all of the requirements hereof.

C. NOTICE:

Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by registered or certified mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

TO BROWARD COUNTY:

Director, Broward County Water and Wastewater Engineering Division
2555 West Copans Road
Pompano Beach, Florida 33069

TO PRINCIPAL: (7)

TO SURETY: (8)

D. BOND TO REMAIN IN FULL FORCE AND EFFECT:

This SURETY BOND shall be kept in full force and effect by the PRINCIPAL at all times during the Warranty Period, as provided herein. In the event of any material change, cancellation, expiration, or non-payment of premiums, SURETY shall notify COUNTY by certified mail or registered mail, return receipt requested, at least thirty (30) days prior to the effective date of the change, cancellation, or expiration of said SURETY BOND. Notice to COUNTY that this SURETY BOND will expire prior to performance of PRINCIPAL's obligations shall be deemed a default pursuant to section B above.

SIGNED this (9) _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PRINCIPAL has caused this SURETY BOND to be executed (and its corporate seal to be affixed, if the PRINCIPAL is a corporation); the SURETY has caused this bond to be executed in its name by its Attorney-in-Fact duly authorized to do so, and its corporate seal to be affixed, on this date (10) _____

PRINCIPAL

Signature: (11) _____
Type Name: (12) _____
Title: (13) _____

SEAL
(14)

Signed, sealed and delivered in the presence of:

Witness One
Signature: (15) _____

Witness Two
Signature: (15) _____

Witness One
Typed Name: (16) _____

Witness Two
Typed Name: (16) _____

SURETY

Agent and
Attorney in Fact: (17) _____
Typed Name: (18) _____
Address: (19) _____
Phone Number: (20) _____
Surety Bond Number: (21) _____

SEAL
(24)

Witness One
Signature: (22) _____

Witness Two
Signature: (22) _____

Witness One
Typed Name: (23) _____

Witness Two
Typed Name: (23) _____

Instructions

- (1) Type in the name of the Permittee as it appeared on the Utility Connection Permit Connection Construction approval issued by WWS.
- (2) Type in the name of the surety.
- (3) Type in the WWS number assigned to the Utility Connection permit and the date of the Utility Connection permit.
- (4) Type in the amount of the bond using words (like on a check). The amount should be the lesser of the actual construction cost of the FACILITIES as provided by the design professional of record as supporting documentation with the Application for Release for Service; or \$10,000.00 plus 25% of the actual construction cost of the FACILITIES as provided by the design professional of record. Rounding to the nearest dollar is acceptable.
- (5) Type in the amount of the bond using numbers.
- (6) Select the date the bond becomes in force.
- (7) Type in the notice information for the Principal.
- (8) Type in the notice information for the Surety.
- (9) Select the date the date the bond was signed by the Principal.
- (10) Select the date the date the bond was signed and sealed by the Surety.
- (11) Signature of authorized representative of the Principal. See below.
- (12) Type in the name of Principal signatory.
- (13) Type in the title of Principal signatory.
- (14) Affix corporate seal if Principal is a corporation; not required if document is digitally signed. See below.
- (15) Signature of witnesses of Principal signatory.
- (16) Type in the name of the witness.
- (17) Signature of authorized representative of the Surety. See below.
- (18) Type in the name of Surety signatory.
- (19) Type in the address of the Surety.
- (20) Type in the telephone number of the Surety.
- (21) Type in the Surety number for this bond.
- (22) Signature of witnesses of Surety signatory.
- (23) Type in the name of the witness.
- (24) Affix corporate seal; not required if document is digitally signed. See below.

If the Principal is a corporation and this document is not signed by the President, Vice President or CEO of the corporation, a corporate resolution must be supplied evidencing authority to execute this document on behalf of the corporation.

If the Principal is a partnership, proof of authority to sign is required.

Two methods of signature are acceptable:

- (a) The document can be printed, then the paper document signed using pen and ink;
- (b) The document can be digitally signed, which requires each signatory to have a digital certificate.

While either method is acceptable, mixing the two methods in the same document is not acceptable.