



**IMPROVEMENT WARRANTY BOND-SURETY**

Bond # \_\_\_\_\_

Project Name: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

having an address of \_\_\_\_\_ as Principals, and

\_\_\_\_\_ having an address of

\_\_\_\_\_ a corporation, existing

under the laws of the State of Florida, and having heretofore complied with all 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 Tamarac of Broward County, a municipal corporation of the State of Florida,

having an address of 7525 Northwest 88<sup>th</sup> Avenue, Tamarac, Florida, 33321 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 Tamarac, 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, in accordance with the terms of Section 10-156, as amended by

Ordinance 93-23, paragraph (b) of the Tamarac City Code, there is a requirement that a

bond in the amount of 25 percent (25%) of the actual cost of the Improvements be

posted upon final acceptance of said Improvements by the City Engineer or Director of

Public Services, and

WHEREAS, in compliance with said warranty 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 final acceptance of the Improvements by the City Engineer or Director of Public Services.

NOW, THEREFORE, the condition of the obligation is such that if the said Principal, its successors, legal representatives or assigns shall have made all corrections and 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 formal acceptance of the Improvements by the City Engineer or Director of Public Services, then this obligation shall be void; else to continue in full force and effect.

Prior to the end of one calendar year following final acceptance of the Improvements warranted by this bond, the City Engineer or Director of Public Services, upon request of the principal, shall inspect them for final release. If his investigation reveals any insufficiencies, then 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 Tamarac shall have the right to correct insufficiencies in design, workmanship and/or materials in the event the Principal should fail or refuse so to do within ninety (90) days after said written notice by the City Engineer or Director of Public Services, and, pursuant to public advertisement and receipt and acceptance of bids, cause and 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 and

indemnify said City upon the correction of said insufficiencies in design, workmanship and/or materials, the final total cost thereof, including but not limited to engineering, legal and contingent costs together with any damage, direct or consequential, which said City of Tamarac may sustain on account of the failure of the Principal to comply with all of the requirements hereof.

Upon recommendation by the City Engineer or Director of Public Services for final acceptance and upon compliance by Principal with applicable conditions, as hereinabove stated, the bond shall be recommended for release by the City Manager or designee who shall provide thirty days notification to the City Commission prior to release of the bond.

IN WITNESS WHEREOF, the above bounden parties have executed their 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 \_\_\_\_\_, 20\_\_.

SIGNED AND SEALED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witnessed by (print and sign)

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
Witnessed by (print and sign)

\_\_\_\_\_  
(Title) for the President  
(Print name and sign)

\_\_\_\_\_  
Attested by (Print name and sign)

\_\_\_\_\_  
Witnessed by (print and sign)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
Witnessed by (print and sign)

\_\_\_\_\_  
(Print Title) for Surety

\_\_\_\_\_  
Attested by (Print name and sign)

\_\_\_\_\_  
(Print Title)

NOTE: The respective corporate seals should be affixed: