

# AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF REQUIRED IMPROVEMENTS

**KNOWN ALL MEN BY THESE PRESENTS:** that

**WHEREAS:** \_\_\_\_\_

("Owner") concurrently with the delivery of this agreement has applied to the City of Miami Gardens, a municipal corporation ("City"), for approval by the City Council of a certain land development project to be known as:

(insert:

- 1) Resolution Number and/or Permit/Application Number,
- 2) Project Name (common name of project), and
- 3) Date of Approval)

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a copy of which is attached hereto and made a part hereof as "Exhibit A;" and

**WHEREAS,** it is necessary in the public interest that improvements required by the City be constructed in accordance with the specifications hereinafter set forth:

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(insert description of specific improvement such as "Pavement of NW 207<sup>th</sup> Street between NW 4<sup>th</sup> Avenue and, etc. . . "

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a copy of which is attached hereto and made a part hereof as "Exhibit B;" and

**WHEREAS,** Chapter 28 of the Code of Miami-Dade County, Florida, provides that a good and sufficient bond be furnished to the City conditioned upon the construction and maintenance for not less than one year of certain improvements and a two-year maintenance period for drainage in accordance with specifications and within such time or times as may be required by the City; and

**WHEREAS,** the City operates under the Miami-Dade County Code:

**NOW THEREFORE,** in consideration of the approval of said improvement plans by the City Council, the Owner does hereby unconditionally promises and agrees to and with the City as follows:

1. Within \_\_\_\_\_ months or at time of final inspection of any improvement, whichever occurs prior in time from and after the date of approval of said plans, the Owner will construct and, after acceptance thereof by the City, will maintain, for a period, for not less than \_\_\_\_ year(s) the following listed improvements: (those listed on estimate approved by the City)

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provided, however, that if the time for such construction is extended by the City, because of unusual circumstances, the construction shall be completed within such time as extended. Construction of improvements shall be in accordance with the following specifications:

Permanent Control Points and Permanent Reference Monuments shall be set prior to the release of the bond or other surety. In addition, monuments shall be set at all lot corners, point of intersections, and changes of direction of lines within the subdivision which do not require a Permanent Reference Monument or a Permanent Control Point.

### **SPECIFICATIONS FOR STREET PAVEMENTS**

Streets shall be constructed in accordance with current Miami-Dade County Specifications for Secondary Roads Construction and Residential Streets, unless the City shall have imposed more stringent standards, then the more stringent standards shall control.

### **SPECIFICATIONS FOR HIGHWAY SIGNS**

Highway signs shall be constructed and erected in accordance with current Miami-Dade County specifications for Standard Street Signs, unless the City shall have imposed more stringent standards, then the more stringent standards shall control.

### **SPECIFICATIONS FOR SIDEWALK**

Sidewalk shall be constructed in accordance with current Miami-Dade County Specifications for Sidewalks Construction, unless the City shall have imposed more stringent standards, then the more stringent standards shall control.

### **SPECIFICATIONS FOR NECESSARY FILL, DRAINAGE WELL, CULVERTS, GUTTERS, SEWERS AND OTHER NECESSARY DRAINAGE FACILITIES**

The Owner shall provide for the drainage of all lands, streets and driveways included within the subdivision in accordance with good engineering principles and practices, the same to be approved by the Director of Public Works Department. Low lying land shall be filled to an elevation above general flood level to avoid frequent and periodic flooding. General flood level in any area will be defined by the Director of the Public Works Department. Ditches, storm sewers, culverts, catch basins, dry wells and other drainage provisions shall be built by the Owner as required to prevent excessive and prolonged local ponding of water. Such installation shall be designed and constructed in accordance with current Miami-Dade County Specifications, unless the

City shall have imposed more stringent standards, then the more stringent standards shall control.

In general, filling of the land or construction of drainage facilities shall be planned in such a manner as to avoid creating an added problem to private or public properties near the subdivision.

2. In accordance with Chapter 28 of the Code of Miami Dade County, Florida, the Owner tenders to the City a cash bond executed by the Owner, as Principal, the amount of \$\_\_\_\_\_, which amount is not less than 110 per cent of the estimated cost of the construction and maintenance of the subdivision improvements listed herein.

In the event the Owner shall fail or neglect to fulfill the Owner's obligations under the agreement, the City shall have the right, but not the obligation, to construct, maintain, or cause to be constructed and maintained pursuant to public advertisement and receipt and acceptance of bids, said uncompleted subdivision improvements; and the Owner agrees that upon completion of such construction and maintenance, the final total cost to the City thereof, including but not limited to engineering, legal and contingent costs and expenses, together with any damages either direct or consequential, which City may sustain on account of failure of the Owner to carry out and execute all the provisions of this agreement shall be paid from the cash bond, so deposited.

The penal sum herein above stipulated and deposited is not a limitation upon the liability of the Owner to the City. In the event suit is instituted by the City through the City Attorney upon this agreement or bond, it is stipulated and agreed that in addition to the actual costs and expenses of litigation, the City shall recover as its legal expense an amount equal to \$100.00, plus ten per cent of the amount recovered by the City. In the event the City is represented by outside counsel, the cost thereof shall be borne by the Owner.

**The Owner's bond is attached hereto as "Exhibit B" and is made part of this agreement.**

Any monies collected from the cash bond that are not expended in the payment of all costs pertaining to completion action shall be returned to the Owner by the City.

**SUBDIVISION CASH BOND ONLY**

IN WITNESS WHEREOF, the Owner has executed these presents this \_\_\_\_ day of \_\_\_\_\_, 2007.

**WHEN THE OWNER IS AN INDIVIDUAL, JOINT VENTURE, LLC OR A PARTNERSHIP**

Signed, sealed and delivered in the presence of:

Witness(es)

Owner(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_

Owner's Address: \_\_\_\_\_

\_\_\_\_\_

**WHEN THE OWNER IS A CORPORATION**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
CORRECT NAME OF CORPORATION

By: \_\_\_\_\_  
PRESIDENT/VICE-PRESIDENT

OR TWO WITNESSES

\_\_\_\_\_  
PRINT NAME

AFFIX CORPORATE SEAL

CORPORATE ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

**“EXHIBIT B”**

**CASH PERFORMANCE BOND  
FOR  
SUBDIVISION IMPROVEMENTS**

**KNOWN ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, ("Principal") is held and firmly bound unto the City of Miami Gardens, a municipal corporation, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) which sum is deposited by the Principal, in cash, with the Finance Director of the City, for the faithful performance of a certain written agreement dated \_\_\_\_\_, given by the Principal to the City, for the construction and maintenance of subdivision improvements in a certain subdivision known as: \_\_\_\_\_, a copy of which agreement is attached and by this reference made a part hereof.

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall comply in all respects with the terms and conditions of said agreement, with the times therein specified, and shall in every respect fulfill the Principal's obligations thereunder, this obligation shall be void and the sum deposited shall be returned without interest to the Principal by the City, otherwise this obligation shall remain in full force, and the Principal, its heirs, executors, administrators, successors, and assigns, does hereby irrevocably agree that the City, without prior notice or demand, shall have the right, but not the obligation, to construct and maintain, or pursuant to public advertisement and receipt and acceptance of bids, cause to be constructed or maintained all or any part of said construction or improvements, in case the Principal shall fail or refuse so to do in accordance with terms of said agreement and to pay for such construction or maintenance from the said deposit; and in addition to pay from said deposit to the general fund of the City and all other costs to the City, including but not limited to engineering, legal and contingent costs and expenses, together with any damages, either direct or consequential, which the City may sustain on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

The penal sum herein above stipulated and deposited is not a limitation upon the liability of the Principal to the City. In the event suit is instituted by the City through the City Attorney upon this agreement or bond, it is stipulated and agreed that in addition to the actual costs and expenses of litigation, the City shall recover as its legal expense an amount equal to \$100.00, plus ten per cent of the amount recovered by the City. In the event the City is represented by outside counsel, the cost thereof shall be borne by the Principal. Any monies collected from the cash bond that are not expended in the payment of all costs pertaining to completion action shall be returned to the Owner by the Finance Director.

**IMPROVEMENT CASH BOND ONLY**

IN WITNESS WHEREOF, the Owner has executed these presents this \_\_\_\_ day of \_\_\_\_\_, 2007.

**WHEN THE OWNER IS AN INDIVIDUAL, JOINT VENTURE, LLC OR A PARTNERSHIP**

Signed, sealed and delivered in the presence of:

Witness(es)

Owner(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Owner's Address: \_\_\_\_\_

**WHEN THE OWNER IS A CORPORATION**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
CORRECT NAME OF CORPORATION

By: \_\_\_\_\_  
PRESIDENT/VICE-PRESIDENT

OR TWO WITNESSES

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
AFFIX CORPORATE SEAL

\_\_\_\_\_  
CORPORATE ADDRESS:

**IMPROVEMENT CASH BOND ONLY**

**INDIVIDUAL, JOINT VENTURE, LLC OR A PARTNERSHIP**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ to me well known, or to me proven, by producing the following identification \_\_\_\_\_: to be the person(s) described in.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Print Name

Notary Public, State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Commission/Serial No.: \_\_\_\_\_

NOTARY SEAL/STAMP

**CORPORATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I hereby certify that on this\_\_\_\_ day of \_\_\_\_\_, 2007, before me  
appeared \_\_\_\_\_ and \_\_\_\_\_  
known by me to be \_\_\_\_ President and \_\_\_\_ Secretary, respectively of  
\_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_,  
personally known to me or has/have produced \_\_\_\_\_ and  
\_\_\_\_\_ respectively as identification and did/did not take  
an oath, has/have signed the foregoing instruments as such officers and severally  
acknowledged the execution thereof to be their free act and deed as such officers for  
the uses and purposes therein mentioned and that they affirmed thereto the official seal  
of said corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at \_\_\_\_\_, in the count and State  
aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Print Name

Notary Public, State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Commission/Serial No.: \_\_\_\_\_

NOTARY SEAL/STAMP