

**PUBLIC UTILITIES PAYMENT BOND
COVER SHEET**

THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.

Bond No. 66979060 _____

Contractor/Principal Name: VANGUARD DEVELOPMENT GROUP, LLC

Contractor/Principal Address: 3061 S.W. 136TH Ave., Davie FL 33330__

Contractor/Principal Phone No. 954-448-4675 _____

Surety Company: WESTERN SURETY COMPANY

Surety Company Address: 151 North Franklin, 17th Floor, Chicago, IL 60606

Surety Company Phone No. (605) 336-0850

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 11791 SW 49th Street Cooper City, FL 33330

Owner/Obligee Phone No. (954) 434-5519

Bond Date: March 26th 2024

Bond Amount: \$140,000.00

Contract No. _____ Bid No. _____

Permit No./Project No. _____

Description of Work: Water Main Lines, Sewer, Parking Lot, Restoration and Pad

(00460520.1 9454-0000200)

11



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 17 day of April, 2024 County Administrator.
By: Broward County Deputy Clerk
6b5454cb-e752-4188-aabb-1be8b0036403 Page 1 of 11

Bond #66979060

FORM PAYMENT BOND

PREPARED BY:

CNASurety

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
9090 S.W. 50th Place
COOPER CITY, FL 33328

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, Vanquard Development Group, LLC, as Principal, hereinafter called CONTRACTOR, and, Western Surety Company as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of One Hundred Forty Thousand Dollars (\$140,000.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. _____ dated the 22nd ___ of March, 2024___, with OWNER for the construction of Water Main Lines, Sewer, Parking Lot, Restoration and Pad___ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

(00490820,1 2451-000000)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 17 day of April, 2024 County Administrator.
By: Broward County Deputy Clerk
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- 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.
- 2.5 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or non compliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this 26th day of March, 20²⁴.

SIGNATURE PAGE FOLLOWS

(00466820,1 3451-000000)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 17 day of April, 2024 County Administrator.
By: Broward County Deputy Clerk
6b5454cb-e752-4188-aabb-1be8b0036403 Page 3 of 11

WITNESSES

SHARAZAAD LATCHMAN
Secretary

(AFFIX SEAL)

WITNESSES

Secretary

(AFFIX SEAL)



IN THE PRESENCE OF:

Vanguard Development Group

Principal

Rai Latchman

By

Rai Latchman PRESIDENT
Signature and Title

Type Name and Title signed above

Western Surety Company

Surety

Steven Clein

By

Signature and Title

STEVEN MITCHELL CLEIN Attorney in Fact

Type Name and Title signed above

INSURANCE COMPANY:

Steven Clein

By Agent and Attorney-in-Fact

1921 NW 150 AVE., STE. 101

Address

PEMBROKE PINES, FL 33028

City/State/Zip Code

954-431-2008

Telephone

(004#DE20,1 3451-000000)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 17 day of April, 2024 County Administrator.
By: Broward County Deputy Clerk
6b5454cb-e752-4188-aabb-1be8b0036403 Page 4 of 11

ACKNOWLEDGMENT PAYMENT BOND

State of Florida

County of Broward

On this the 17 day of April, 2024, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

STEVEN MITCHELL CLEIN Attorney in Fact _____ of _____
(Name of Corporate Officer) (Title)

WESTERN SURETY COMPANY _____, a South Dakota

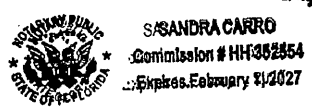
VANGUARD DEVELOPMENT GROUP _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF Florida
Sandra Carro
(Name of Notary Public: Print, Stamp, or Type as Commissioned)



Personally known to me, or
 Produced identification:

DL

(Type of Identification Produced)

DID take an oath, or
 DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, Shaharazad Latchman certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that Ravi Latchman who signed the Bond on behalf of the Principal, was then PRESIDENT of said Corporation; that I know his/hersignature; and his/hersignature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

VANGUARD DEVELOPMENT GROUP
(Name of Corporation)

(00490820,1 8451-0000000)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 17 day of April, 2024 County Administrator. By: Broward County Deputy Clerk 6b5454cb-e752-4188-aabb-1be8b0036403 Page 5 of 11

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66979060

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint STEVEN MITCHELL CLEIN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Vanguard Development Group LLC

Obligee: City of Cooper City

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

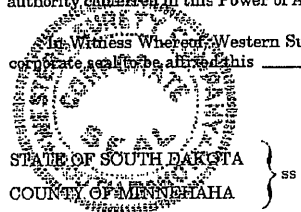
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66979060 is not issued on or before midnight of April 30th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

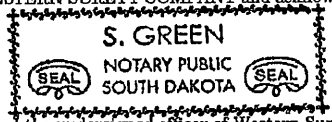
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 26th day of March, 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 26th day of March, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of March, 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.enasur.com Owner/Obligee Services > Validate Bond Coverage.

Form F5308-5-2023



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.

Dated this 17 day of April, 2024 County Administrator.

By: Broward County Deputy Clerk

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**COOPER CITY UTILITIES PERFORMANCE BOND
COVER SHEET**

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE
WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.**

Bond No. 66979060 _____

Contractor/Principal Name: Vanguard Development Group LLC

Contractor/Principal Address: 3061 S.W.136th Ave., Davie, FL 33330

Contractor/Principal Phone No. 954-448-4675

Surety Company: WESTERN SURETY COMPANY

Surety Company Address: 151 North Franklin, 17th Floor, Chicago, IL 60606

Surety Company Phone (605) 336-0850

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 11791 SW 49TH Street Cooper City, FL 33330

Owner/Obligee Phone No. (954) 434-5519

Bond Date: March 26th 2024 _____

Bond Amount: \$140,000.00 _____

Contract No. _____ **Bld No.** _____

Permit No./Project No. 02-2124 _____

**Description of Work: Water Main Lines, Sewer, Parking Lot, Restoration and
Pad** _____

(00406620;1 3451-000000)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.

Dated this 17 day of April, 2024 County Administrator.

By: Broward County Deputy Clerk

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PREPARED BY:

CNA Surety

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
8000 S.W. 50th Place
COOPER CITY, FL 33328

Bond #66979060

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, VANGUARD DEVELOPMENT, LLC, as Principal, hereinafter called CONTRACTOR, and, WESTERN SURETY COMPANY as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of One Hundred Forty Thousand Dollars, (\$140,000.00) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. _____ dated the 22nd of March, 2024, with OWNER for the construction of WATER MAIN LINES, SEWER, PARKING LOT, RESTORATION AND PAD which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated MARCH 22ND, 2024, for Water Main Lines, Sewer, Parking Lot Restoration and Pad, within 180, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

{00490620;1 3451-000000}



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Dated this 17 day of April, 2024 County Administrator.
By: Broward County Deputy Clerk
6b5454cb-e752-4188-aabb-1be8b0036403 Page 8 of 11

- 4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.
- 4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
- 4.3 Complete the Contract in accordance with its terms and conditions; or
- 4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 26 day of March, 2024

SIGNATURE PAGE FOLLOWS

{00490629;1 3451-0000000}



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
 Dated this 17 day of April, 2024 County Administrator.
 By: Broward County Deputy Clerk
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WITNESSES

SHAHARAZAD LATCHMANI
Secretary

Vanguard Development Group LLC
Principal

(AFFIX SEAL)

By [Signature]
Signature and Title
CAVI LATCHMANI PRESIDENT

Type Name and Title signed above

Western Surety Company

Surety

WITNESSES

Secretary



By [Signature]
Signature and Title

STEVEN MITCHELL CLEIN Attorney in Fact

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

STEVEN MITCHELL CLEIN

By Agent and Attorney-in-Fact

1921 NW 150 AVE., STE. 101

Address

PEMBROKE PINES, FL 33028

City/State/Zip Code

954-431-2008

Telephone

{00490629.1 3451-000000}



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Dated this 17 day of April, 2024 County Administrator.
By: Broward County Deputy Clerk
6b5454cb-e752-4188-aabb-1be8b0036403 Page 10 of 11

ACKNOWLEDGMENT PERFORMANCE BOND

State of FLORIDA _____

County of BROWARD _____

On this the 4 day of April, 2024, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

STEVEN MITCHELL CLBIN _____ Attorney in Fact _____, of _____ (Name of Corporate Officer) _____ (Title)

WESTERN SURETY COMPANY _____ a South Dakota _____ (Name of Corporation) _____ (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF Florida
Sandra Carro Sandra Carro
(Name of Notary Public: Print, Stamp, or Type as Commissioned)



SANDRACARRO
Commission # HH 352554
Expires February 1, 2027

Personally known to me, or
 Produced identification:

DL

(Type of Identification Produced)

DID take an oath, or
 DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, Shaharazad Lachman, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that KAVI LATCHMAN who signed the Bond on behalf of the Principal, was then PRESIDENT of said Corporation; that I know his/her signature; and his/hersignature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

VANGUARD DEVELOPMENT GROUP
(Name of Corporation)

(09490520,1 3451-000000)



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 17 day of April, 2024 County Administrator.
By: Broward County Deputy Clerk
6b5454cb-e752-4188-aabb-1be8b0036403 Page 11 of 11

NUR- UL- ISLAM OF SOUTH FLA INC
MASJID BUILDING
10600 SW 59TH ST
COOPER CITY, FL 33328-6421

1402
63-751/631 10638


DATE March 5 / 2024

PAY TO THE ORDER OF

City of Cooper City

\$ 18,824.⁸⁵/₁₀₀

Eighteen thousand Eight hundred & twenty four DOLLARS

 Wells Fargo Bank, N.A.
Florida
wellsfargo.com

four ⁸⁵/₁₀₀

Photo Safe Deposit Details on back

FOR \$ 7074.10 + \$ 11750.75

[Redacted]

jeanette

⑈0000001402⑈ [Redacted]

NUR- UL- ISLAM OF SOUTH FLA INC
MASJID BUILDING
10600 SW 59TH ST
COOPER CITY, FL 33328-6421

1395
63-751/631 10638

DATE 2/25/2024

PAY TO THE ORDER OF

City of Cooper City

\$ 6,834.³⁹/₁₀₀

Six thousand Eight hundred & thirty four DOLLARS


 Wells Fargo Bank, N.A.
Florida
wellsfargo.com

Photo Safe Deposit Details on back

FOR Expenses

[Redacted]

jeanette

⑈0000001395⑈ [Redacted]