

Section 00611 Performance and Payment Bond

DCSB PERFORMANCE BOND

DCSB PROJECT NO.

As to the Contractor/Principal:

Name:

Principal Business Address:

Telephone:

As to the Surety:

Name:

Principal Business Address:

Telephone:

As to the Owner of the Property/Contracting Public Entity:

Name: Duval County Public Schools

Principal Business Address: 1701 Prudential Drive

Jacksonville, Florida 32207

Telephone: (904) 390-2000

Description of project including address and description of improvements:

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that **CONTRACTOR NAME AND ADDRESS**, a corporation duly organized and existing in good standing in the State of Florida, and duly authorized to conduct and carry on business in the State of **STATE** as Principal (hereinafter called "Contractor"), and **NAME AND ADDRESS OF SURETY**, a corporation organized and existing under the laws of the State of **STATE**, and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bound unto the Duval County Public Schools, as Obligee (hereinafter called "DCSB"), in the amount of **AMOUNT - Spell out and (\$XXX,XXX)**, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, entered into a contract with the DCSB for \_\_\_\_\_, all of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of the DCSB proposal and award therefore and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) promptly and faithfully perform said Contract; and (2) perform the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the DCSB all losses, actual damages (including delay and disruption damages), expenses and costs, that the DCSB sustains because of a default by Contractor under the Contract; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED that, the Surety hereby waives notice of any alteration or extension of time made by the DCSB, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect Surety's obligation under this bond.

PROVIDED further that, whenever Contractor shall be, and declared by the DCSB to be in default under the Contract, the DCSB having performed the DCSBs obligations thereunder, the Surety shall, at the DCSBs sole option, either:

- (1) Within fourteen (14) days of notice of elected option

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by the DCSB, remedy the default and pay the DCSB all losses, actual damages (including delay and disruption damages), expenses, costs, and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, *Florida Statutes*, that the DCSB sustains because of a default by Contractor under the Contract and will save the DCSB harmless on account of all claims and damages to persons, property or premises arising from delay in meeting either milestone dates or the Contract completion date; or

- (2) Award a bid, contract with a completion Contractor and issue notice to proceed within twenty-one (21) days of notice by the DCSB to the Surety of the default of Contractor and demand by the DCSB for Surety to complete the Contract. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, or, if the DCSB elects, upon determination by the DCSB and the Surety jointly of the lowest responsible qualified bidder, arrange for a contract between such bidder and the DCSB, 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, including other losses, actual damages (including delay and disruption damages), expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, *Florida Statutes*, for which the Surety may be liable hereunder. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the DCSB to Contractor under the Contract and any amendments thereto, less the amount properly paid by the DCSB to Contractor; or
- (3) Within fourteen (14) days of notice of elected option by the DCSB, tender to the DCSB the full amount necessary in order for the DCSB to completely perform and carry out completion of the Contract in accordance with its terms and conditions and in order to save the DCSB harmless on account of all claims and damages to persons or property, and pay the DCSB for all losses, actual damages (including delay and disruption damages), including those arising from delay in meeting either milestone dates or the Contract completion date, expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, *Florida Statutes*.

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PROVIDED further that, the Surety shall save the DCSB harmless from any and all damages, including expenses, costs, contractual damages, injury, negligence or default, patent infringement and actual damages (including delay and disruption damages) and assessments which may arise by virtue of any defects in work or materials within a period of one (1) year from the date on which the DCSB makes final payment under the Contract.

PROVIDED further that, during any interim period after the DCSB has declared Contractor to be in default but Surety has not yet remedied the default in the manner chosen by the DCSB, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site.

PROVIDED further that no right of action shall accrue on this bond to or for the use of any person or corporation other than the DCSB named herein or the heirs, executors, administrators or successors of the DCSB.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

NAME OF FIRM

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

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DCPS PAYMENT BOND

DCSB PROJECT NO. **NUMBER**

As to the Contractor/Principal:

Name:

Principal Business Address:

Telephone:

As to the Surety:

Name:

Principal Business Address:

Telephone:

As to the Owner of the Property/Contracting Public Entity:

Name:

Principal Business Address:

Telephone:

Description of project including address and description of improvements:

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PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that, **CONTRACTOR NAME AND ADDRESS**, a construction firm duly organized and existing and in good standing in the State of **STATE**, and duly authorized to conduct and carry on business in the State of **STATE**, as Principal (hereinafter called "Contractor"), and **NAME AND ADDRESS OF SURETY**, a corporation organized and existing under the laws of the State of **STATE** and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bound unto the Duval County Public Schools, its employees, directors and agents, as Obligee (hereinafter called "Owner"), in the amount of Spell out and (\$xxx,xxx), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, (Year), entered into a contract for \_\_\_\_\_ all of said work required to be done in strict compliance with the drawings, plans and specifications prepared by \_\_\_\_\_ for said work and in strict compliance with the requirements of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor:

- (1) Promptly makes payments to all lienors or claimants supplying labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract, including any authorized extensions or modifications thereof; and
- (2) Pays Owner all losses, damages, expenses, costs and attorneys fees, including appellate proceedings, pursuant to Chapter 713 and/or Chapter 255, *Florida Statutes*, as applicable, that Owner sustains because of any one or more defaults by Contractor under paragraph (1) above;

then this bond is void; otherwise, it remains in full force and effect.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the Owner, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or with the changes do not affect Surety's obligation under this bond.

PROVIDED, further, that no suit or action by lienors or

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claimants shall be instituted hereunder against the Contractor or the Owner unless the lienors or claimants provide proper notice to both in accordance with Chapter 713, *Florida Statutes*.

PROVIDED, further, that no action shall be instituted or prosecuted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies, or the date the rental equipment was last on the job site available for use.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, (Year).

Contractor Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

**End of Section**