

PAYMENT/PERFORMANCE BOND

STATE OF)
COUNTY OF)^{ss}

This is the *front page* of the payment/performance bond issued in compliance with Florida Statutes 255.05.

Surety Name:

Bond Number:

Contractor Name:

Owner Name: County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

Contract Number:

Project Description:

Project Address:

Legal Description of Property:

This is the *front page* of the payment/performance bond. All other pages are subsequent regardless of the pre-printed numbers.

EXHIBIT "D"

PAYMENT BOND

STATE OF)
COUNTY OF)^{ss}

Bond no.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the County of Volusia, Florida, as OBLIGEE, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720, Tel.: 386.736.5935, (hereinafter called "COUNTY"), in the amount of _____ dollars and (____)/100 (\$_____) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, this payment bond is issued in compliance with Florida Statutes 255.05; and

WHEREAS, Principal has by written agreement dated _____, 20____ (effective date), entered into a contract with the County for:

1. C-1457, Cardinal Avenue Lifeguard Station
2. 301 Cardinal Avenue, Ormond Beach, Florida 32174
3. Demolition and Rebuild of an Existing Lifeguard Station

in accordance with said agreement and its drawings and specifications, Contract Documents and other related documents which are incorporated by reference and made a part hereof and are hereinafter referred to collectively as the Contract. As such this bond is conditioned upon Principal's performance of the Work identified in the Contract including the time and manner provided in the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this bond shall remain in full force and effect, in accordance with the following terms and conditions.

A. A claimant is defined as any person supplying the Principal with labor, material, and supplies used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract.

B. The above named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of the costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

2. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a State court of competent jurisdiction in and for the County or other political subdivision of the state in which the project or any part thereof is situated, or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

D. The Principal and Surety jointly and severally shall repay the County any sum which the County may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the specifications applicable thereto shall in any way affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration of or addition to the terms of the Contract, or to the work or to the specifications.

F. The Surety presents and warrants to the County that it has an A.M. Best's Financial Strength Rating (FSR) of "A" or better on the Financial Strength Rating (FSR) and Class "X" or better.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

ATTEST:

Signature

Corporate Officer & Title

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

ATTEST:

Attorney-in-Fact (signature)

Name & Title

Name of Local Registered Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESS:

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the County of Volusia, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this ____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

END OF PAYMENT BOND

EXHIBIT "D"

PERFORMANCE BOND

STATE OF)
COUNTY OF)^{SS}

Bond no.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the County of Volusia, Florida, as OBLIGEE, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720, Tel.: 386.736.5935, (hereinafter called "COUNTY or OBLIGEE"), in the amount of _____ dollars and (____)/100 (\$_____) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____ (effective date), entered into a contract with the Obligee for:

C-1457, Cardinal Avenue Lifeguard Station
301 Cardinal Avenue, Ormond Beach, Florida 32174
Demolition and Rebuild of an Existing Lifeguard Station

in accordance with said agreement and its drawings and specifications, Contract Documents and other related documents which are by reference made a part hereof and is hereinafter referred to collectively as the Contract. As such this bond is conditioned upon Principal's performance of the Work identified in the Contract including the time and manner provided in the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and its obligations thereunder and shall indemnify and hold harmless the Obligee against and from all costs (including architect/engineer services or work), expenses, and damages arising from the performance of said Contract or the repair of any work thereunder, then this obligation shall be void; otherwise, this bond shall remain in full force and effect, in accordance with the following terms and conditions:

A. The Principal and Surety jointly and severally agree to pay the Obligee any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Obligee may be obliged to pay for the completion of said work by contract or otherwise, and any losses, liquidated damages, any damages, direct or indirect or consequential (foreseeable), including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which the said Obligee may sustain on account of such work, or on account of the failure of said Principal to properly and in all things, keep and execute all of the provisions of said Contract.

B. This bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the Project by the Obligee and shall provide that the Principal guarantees to repair or replace

for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the Project, in the judgment of the Obligee, for the reasons above stated needs to be replaced, repaired, or made good during that time, the Obligee shall so notify the Principal in writing. If the Principal refuses or neglects to do such work within five (5) days from the date of service of such Notice, Principal shall be and declared by Obligee to be in default under the Contract, the Surety may promptly remedy the deficiency as stated in subparagraph A and B or complete the Project in the Contract in accordance with the terms and conditions of the Contract and Contract Documents, the Obligee shall have the work done by others and the cost thereof shall be paid by the Principal or its Surety.

C. The said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

D. The Surety presents and warrants to the Obligee that it has an A.M. Best's Financial Strength Rating (FSR) of "A" or better on the Financial Strength Rating (FSR) and Class "X" or better.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

ATTEST:

Signature

Corporate Officer & Title

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

ATTEST:

Attorney-in-Fact (signature)

Name & Title

Signature

Corporate Secretary (Affix Corporate Seal)

Name of Local Registered Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

WITNESS:

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the County of Volusia, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this ____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____
(Seal)

END OF PERFORMANCE BOND