

CONTRACT PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal and _____, a Corporation, as Surety, whose address is _____, are bound to the City of Lake Worth, hereinafter called CITY, for the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20__ between Principal and CITY, Contract No. _____, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays CITY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract and;
3. 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. Whenever Principal shall be, and declared by CITY to be in default under the Contract, the CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) 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 bidder, or, if the CITY elects, upon determination by the CITY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and CITY, and make available as the 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 costs 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 CITY to Principal under the Contract and any amendments thereto, less the amount properly paid by CITY to Principal.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

This bond shall incorporate all of the terms and conditions of the contract documents in their entirety.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on _____, 20__

PRINCIPAL: _____

By: _____
Signature

Attest as to the signature of Principal Title

(SEAL)

Address: _____

SURETY: _____

By: _____
Signature

Attest as the signature of Surety Title

(SEAL)

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

CONTRACT PAYMENT BOND

BY THIS BOND, WE, _____, as Principal and _____, a Corporation, as Surety, whose address is _____, are bound to the City of Lake Worth, hereinafter called CITY, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 20____, between Principal and CITY for construction of _____, Contract No. _____, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
- 2. Pays CITY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by Owner as fiduciary."

This bond shall incorporate all of the terms and conditions of the contract documents in their entirety.

See Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on _____, 20____

PRINCIPAL: _____

By: _____
Signature

Attest as to the signature of Principal

Title

(SEAL)

Address: _____

SURETY:

By: _____
Signature

Attest as the signature of Surety Title

(SEAL)

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.