

**CONTRACT NUMBER [Contract Number]**  
**PERFORMANCE BOND**

As to the Contractor/Principal:

Name: [CONTRACTOR NAME], [Contractor Address]

Telephone: [Contractor Phone Number]

As to the Surety:

Name:

Principal Business Address:

Telephone:( )

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

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

[Description of Work]  
IFB: [BID NUMBER]

**JEA**  
**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that [CONTRACTOR NAME] as Principal, (hereinafter called "Contractor"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ 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 bonded unto JEA, a body politic and corporate, in Duval County, Florida, as Obligee (hereinafter called "JEA"), in the sum of [Contract amount in Words (Contract Amount in Figures)], 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 \_\_\_\_\_, 2007, entered into a contract with JEA (Contract # [Contract Number]) for [Description of Work], pursuant to IFB # [BID NUMBER]; all of said work to be done in the time and manner and 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 JEA proposal and award therefor 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 this 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 the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay JEA all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings,

that JEA sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

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

**PROVIDED** further, that whenever Contractor shall be declared by JEA to be in default under the Contract, JEA having performed JEA's obligations thereunder, the Surety shall, at JEA's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days, from JEA's written notice of termination for default, arrange for Contractor with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days after JEA's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. 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, award a contract; (B) alternatively, JEA may elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price

(even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term “balance of the Contract price,” as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to Contractor. (C) Either way, the Surety shall pay JEA all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney’s fees , including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from JEA’s notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save JEA harmless on account of all claims and damages arising from the Contractor’s default under the Contract, and pay JEA for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney’s fees, including appellate proceedings, that JEA sustains because of a default of the Contractor under the Contract.

**PROVIDED** further, the Surety shall indemnify and save JEA harmless from any and all claims and damages, arising from the Contractor’s default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in

work or materials within a period of one (1) year from the date on which the Contractor receives from JEA a certificate of final completion under the Contract.

**PROVIDED** further, that during any interim period after JEA has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to JEA, 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 in accordance with the Contract.

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

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**NEXT PAGE IS THE SIGNATURE PAGE**

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**ATTEST:**

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title  
**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Its

**AS SURETY**

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Note. Date of Bond Must Not Be Prior to Date of Contract**

**CONTRACT NUMBER [Contract Number]**  
**PAYMENT BOND**  
**REQUIRED**  
**BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: [CONTRACTOR NAME], [Contractor Address]

Telephone: [Contractor Phone Number]

As to the Surety:

Name:

Principal Business Address:

Telephone:( )

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

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

[Description of Work]

IFB: [BID NUMBER]

**JEA**  
**PAYMENT BOND REQUIRED BY**  
**SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that [CONTRACTOR NAME], hereinafter called "Principal", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety," are each held and firmly bound unto JEA of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "JEA" or "Owner," in the penal sum of [Contract amount in Words (Contract Amount in Figures)], in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Principal entered into a certain contract with JEA, dated the day of \_\_\_\_\_, 2007 (JEA Contract Number [Contract Number]) (the "Contract") which is, by this reference, made a part hereof, as if fully set out herein, for accomplishing [Description of Work] under Bid numbered [BID NUMBER] of Specifications entitled "[Description of Work]" for JEA, in accordance with plans and specifications prepared by JEA.

**NOW, THEREFORE, THE CONDITION OF THIS BOND** is such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies and saves JEA harmless from claims, demands, liens, or



suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided JEA has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by JEA to pay the Principal as required by the Contract; and

(3) Pays JEA all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that JEA sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

**PROVIDED** further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

**PROVIDED** further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals' receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or surety whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

**PROVIDED further**, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise

effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2007.

**ATTEST:**

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title  
**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Its

**AS SURETY**

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Note. Date of Bond Must Not Be Prior to Date of Contract**

\_\_\_\_\_