

## **BID BOND**

Any singular reference to Vendor/Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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VENDOR/CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA  
15470 Flight Path Drive  
Brooksville, Florida 34604

BID  
Project:

**# 26-C01212/JG WISCON WATER TREATMENT**

**PLANT AND HEXAM WTP CHEMICAL FEED SYSTEM**

**IMPROVEMENTS, BROOKSVILLE, FL**

BOND

Bond Number:

Date (Not later than bid due date):

Penal sum

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(Words)

(Figures)

Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

VENDOR/CONTRACTOR

SURETY

(Seal)

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Vendor/Contractor's Name and Corporate Seal

(Seal)

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Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Vendor/Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Vendor/Contractor the penal sum set forth on the face of this bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Vendor/Contractor shall occur upon the failure of Vendor/Contractor to deliver within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the Bid Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Vendor/Contractor's bid and Vendor/Contractor delivers within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the bid documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Vendor/Contractor within the time specified in the bid documents (or any extension thereof agreed to in writing by Vendor/Contractor and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this bond will be due and payable upon default by Vendor/Contractor and within thirty (30) calendar days after receipt by Vendor/Contractor and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this bond and the project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Vendor/Contractor, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed one hundred twenty (120) days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Vendor/Contractor and Surety and in no case later than one (1) year after bid due date.
7. Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notices required hereunder shall be in writing and sent to Vendor/Contractor and Surety at their respective addresses shown on the face of this bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this bond on behalf of Surety to execute, seal, and deliver such bond and bind the Surety thereby.
10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as if set forth at length. If any provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

**This document should be completed and returned with your submittal.**