

Surety Assigned Bond No. \_\_\_\_\_

### **PAYMENT/PERFORMANCE BOND**

This bond is given to comply with §255.05, Florida Statutes.

#### **CONTRACTOR**

[name]  
[principal business address]  
[phone number]

#### **SURETY**

\_\_\_\_\_

#### **OWNER**

County of Volusia  
123 W. Indiana Avenue  
Deland, FL 32720  
(386) 736-5920

**PROJECT NAME:** HERON STREET, EGRET AVENUE, AND MALLARD STREET  
SEAWALL REPLACEMENT PROJECT

**COUNTY CONTRACT NO.:** C2067

**PROJECT DESCRIPTION:** Demolition and hauling of existing structures, new construction of sewalls, grading, compaction, and timber dune walkover construction for Heron Street, Egret Avenue, and Mallard Street beach seawalls located in Wilbur-by-the-Sea, Florida 32127.

BY THIS BOND, We \_\_\_\_\_, as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the County of Volusia, Florida, herein called Owner, in the sum of \$[xx,xxx,xxx.xx], 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 Contractor:

1. Performs the contract dated \_\_\_\_\_, between Contractor and Owner for the Heron Street, Egret Avenue, and Mallard Street Seawall Replacement project, the contract documents being made a part of this bond by reference (which include all Contract Documents as defined in the Contract Documents, including this surety bond, and such alterations as may be made in said Contract Documents as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

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5. 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.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.
7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond, and Surety 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.

**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(If sole Ownership or Partnership, two (2) Witnesses required).*

*(If Corporation, Secretary only will witness/attest and affix seal).*

**[TYPE LEGAL NAME OF CONTRACTOR]**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS:**

Corporate Secretary or Witness  
Print Name: \_\_\_\_\_

*(affix corporate seal)*

Print Name: \_\_\_\_\_

**[Name of Corporate Surety]**

By: \_\_\_\_\_  
**ATTORNEY-IN-FACT**  
Print Name: \_\_\_\_\_

*(affix corporate seal)*

*(Power of Attorney must be attached)*

*A.M. Best No.: \_\_\_\_\_*

*NAIC No.: \_\_\_\_\_*