



The School Board of Broward County, Florida
Procurement & Logistic Operations Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00625: SUBCONTRACTOR'S PAYMENT BOND

SUBCONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CONTRACTOR (Name and Address):

CONSTRUCTION CONTRACT:

Project Title:

Project No.

Location No.:

Date:

Amount:

Project Location:

Project Consultant:

KNOW ALL PERSONS BY THESE PRESENTS, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Contractor, to pay for labor, materials and equipment provided for use in the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written
Amount: _____ Dollars

Figures: \$ _____
good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Florida, this ____ day of ____, A.D., **20**_____.

THE CONDITION OF THIS BOND is that if the Subcontractor:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Subcontractor with labor, materials, or supplies used directly or indirectly by the Subcontractor in the prosecution of the Work provided for in the Contract; and
2. Defends, indemnifies and holds harmless the Contractor from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Contractor has promptly notified the Subcontractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims,

demands, liens or suits to the Subcontractor and the Surety, and provided there is no Contractor Default; and

3. Pays Contractor all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Contractor sustains because of a default by Subcontractor under the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

SURETIES OBLIGATIONS:

- A. The Surety's obligation under this Bond shall arise after:
 1. Claimants who are employed by or have a direct contract with the Subcontractor have given notice to the Surety and sent a copy, or notice thereof, to the Subcontractor, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 2. Claimants, except laborers, who are not in privity with the Subcontractor have not received payment for labor, materials or supplies, used directly or indirectly by the Subcontractor in the prosecution of the Work and have served notice to the Subcontractor, the Contractor, and the Surety within the limitations set forth in Section 255.05, Florida Statutes.
- B. If a notice required by Paragraph A is given by the Contractor to the Subcontractor or to the Surety, that is in sufficient compliance.
- C. When the Claimant has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take the following actions:
 1. Send an answer to the Claimant, with a copy to the Contractor, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 2. Pay or arrange for payment of any undisputed amounts.
- D. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- E. Amounts owed by the Contractor to the Subcontractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims if any, under any Construction Performance Bond. By the Subcontractor providing and the Contractor accepting this Bond, they agree that all funds earned by the Subcontractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Subcontractor and the Surety under this Bond, subject to the Contractor's priority to use the funds for the completion of the work.
- F. The Surety shall not be liable to the Contractor, Claimants or others for obligations of the Subcontractor that are unrelated to the Construction Contract. The Contractor shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall

have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

- G. The Surety hereby waives notice of any change including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- H. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph A.1 or Clause A.2.c, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were provided by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NOTICE:

- A. Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. FAX'd or other electronic transmission of Notice will not be allowed.
- C. Actual receipt of notice by Surety, the Contractor or the Subcontractor shall be sufficient compliance as of the date received at the address shown on the signature page.

DEFINITIONS

- A. Claimant: An individual or entity having a direct contract with the Subcontractor or with a sub Subcontractor of the Subcontractor to provide labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Subcontractor and the Subcontractor's sub Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were provided.
- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.
- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

DUAL OBLIGEE

The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

IN WITNESS WHEREOF, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

APPROVED:

_____(Seal)
Subcontractor (Principal)

_____(Seal)
Surety