



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 00600: Performance Bond Form

Bid No:
Project No.:
Location No.:
Project Title:
Facility Name:
Facility Address:

Description of Project: Work of this Contract comprises the general construction of, but not limited to:

KNOW ALL PERSONS BY THESE PRESENTS, that

Address
Phone

As Principal, and

Address
Phone

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto the School Board of Broward County, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

	Dollars	\$	
(Written Amount)			(Figures)

good and lawful money of the United States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal did on

enter into a Contract with the said The School Board of Broward County, Florida, a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

To which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The School Board of Broward County, Florida that these presents should be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless School Board of Broward County, Florida against and from all costs, expenses, damages, injury, or that are imposed by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

In the event that the Principal shall fail to comply fully with, carry out and perform the terms and conditions of said specifications, proposal, plans, guarantees and contract documents therein referred to and made a part hereof, and the Surety shall have failed to correct such default(s) within a reasonable time after written demand by the Owner, the Owner shall be entitled to enforce any remedy against the Surety, available to the Owner. Such remedies shall include but not be limited to, the recovery of consequential damages for the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; such liquidated damages as the contract may provide; additional legal, design professional and delay costs resulting from the Principal's default and/or resulting from the actions or inactions or failure to act of the Surety; actual damages caused by delayed performance or non-performance of the Principal and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications.

Principal shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. Changes in the Construction Contract shall not release the surety. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Principal.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must

be instituted within five (5) years from the date the cause of action accrued or as provided by Florida Law, whichever is greater.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in quintuplicate, at Fort Lauderdale, Broward County, Florida, this

_____ day of _____, _____.

Principal:

By: (Signature) _____

SEAL

Surety:

By: (Signature) _____

SEAL

Address: _____

NOTE: PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA