



City of West Palm Beach
Engineering Services Department
401 Clematis Street
West Palm Beach, Florida 33401
Office: 561-822-1200 Fax: 561-494-1116
www.cityofwpb.org/engineering

PUBLIC CONSTRUCTION BOND FRONT PAGE

**This is the *front page* of the Public Construction Bond issued
in compliance with Florida Statute Sec. 255.05**

Bond Number: _____

Owner Name: City of West Palm Beach, Florida
P.O. Box 3366
West Palm Beach, FL 33402-3366

Project Title: _____

Bid No.: _____

Contractor Name: _____

Contractor's Principal Business Address:

Contractor's Telephone Number: _____

Surety Name: _____

**This is the *front page* of the Bond.
All other pages are subsequent regardless of the pre-printed numbers.**



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PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, we _____ as
 Principal, and _____, a
 corporation, as Surety, are bound to the **City of West Palm Beach, Florida**, herein called Owner,
 in _____ the _____ sum _____ of
 \$ _____ 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 Principal:

1. Performs the contract dated _____, 20__ between Principal and Owner, the contract and all contract documents being made a part of this Bond by reference 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 Principal with labor, materials, or supplies, used directly or indirectly by Principal 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 Principal under the contract; and
4. 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.

Whenever the Principal is declared by Owner to be in default under the contract, or whenever the contract has been terminated by default of the Principal, the Surety shall:

- a. Complete the contract in accordance with its terms and conditions, or
- b. Obtain a bid or bids for submission to the Owner for completing the contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the contract by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the contract documents.

Dated on: _____

*(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).*

WITNESS:

PRINCIPAL:

Corporate Secretary or Witness

Firm/Corporate Name

Signature of Authorized Officer

Title: _____

(affix corporate seal)

Business Address

City State Zip

SURETY:

Corporate Surety

By: _____
Attorney-in-Fact

Business Address

City

State

Zip

(affix corporate seal)

(Power of Attorney must be attached)