



**PUBLIC CONSTRUCTION PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS THAT

\_\_\_\_\_  
(Legal Title and Address of Contractor, Design-Build Firm, CM)

as Principal (hereinafter referred to as "Principal"), and

\_\_\_\_\_  
(Legal Title and Address of Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, as Obligee (hereinafter referred to as "Obligee"), in the amount of \_\_\_\_\_  
(Insert Contract Price)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal and Obligee have entered into a written contract dated \_\_\_\_\_ (hereinafter referred to as the "Contract"), to perform certain work for \_\_\_\_\_

\_\_\_\_\_  
(Insert Name of Job/Project)

(hereinafter referred to as the "Project"), as evidenced by the Agreement (Contract) between the parties incorporated therein, all of which is hereby referred to and made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS BOND** is such that if Principal shall promptly make payments to all Claimants, as hereinafter defined, for all labor, services, materials, supplies and equipment used or reasonably required for use, either directly or indirectly, in the performance of the Contract, in the prosecution of the work provided for in the Contract, or in the performance of the guarantee of all work and materials furnished under the Contract then this obligation shall be void; otherwise to remain in full force and effect.

**1. Claimants - Subcontractors and Suppliers of Principal**

"Claimant" is used herein as defined in § 255.05(01), Fla. Stat., and extends to any person, party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with Principal or any subcontractor performing work on the project.

**2. Suits on Payment Bonds - Rights to Institute**

Every Claimant who has not been paid in full ninety (90) days after the day on which the last of the labor was done or performed or material was furnished or supplied to the Project by such person for which such claim is made, shall have the right to sue on this bond for the amount unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due such person, including all reasonable costs of litigation, reasonable attorney's fees (pursuant to § 627.428, Fla. Stat.), and engineer, architect and other expert witness fees.

**3. Suits on Payment Bonds - Where and When Brought**

Every suit instituted upon the bond shall be brought in a court of competent jurisdiction for the county or circuit in which the Contract was to be performed. Obligee named in the bond shall not be joined as a party in any such suit. The notice and time limits of § 255.05, Fla. Stat., are incorporated herein.

**4. Alterations, Additions and Changes**

Surety, for value received, hereby stipulates and agrees that no changes, substitutions, extensions of time, alterations

or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or any over-payments or premature payment made by Oblige to Principal, or any forbearance whatsoever on the part of either Oblige or Principal, or either of them to the other, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, substitutions, extensions of time, alterations or additions to the terms of the Contract or to work to be performed thereunder, or to the specifications or drawings and agrees that these changes, substitutions, and additions shall become provisions of the Contract. Surety further agrees that compliance and noncompliance with any formalities connected with the Contract or changes does not affect the Surety's obligation under this bond.

**5. Increase of Penal Amount**

The penal amount of this bond shall be increased to the extent that change orders are issued after execution of the Contract increasing the Contract sum.

Construction Manager/Design Builder/Contractor shall execute and provide one (1) of the following:

- signature, corporate seal, attesting secretary; or
- signature, two (2) witnesses; or
- signature, Notary.

\_\_\_\_\_  
Attest Secretary or Witness

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President, Owner/Partner  
(Sign as on contract) (SEAL)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
Print name(s) of signer(s)

personally appeared before me, as the signer(s) of the attached instrument, and he/she/they acknowledged that he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced

\_\_\_\_\_  
Type of Identification ID#/Expiration Date

\_\_\_\_\_  
Signature of Notary

(Seal)

\_\_\_\_\_  
Printed Name of Notary

IN THE PRESENCE OF:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Attorney-In-Fact

\_\_\_\_\_

\_\_\_\_\_  
Florida Resident Agent

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
Print name(s) of signer(s)

personally appeared before me, as the signer(s) of the attached instrument, and he/she/they acknowledged that he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced

\_\_\_\_\_  
Type of Identification ID#/Expiration Date

\_\_\_\_\_  
Signature of Notary

(Seal)

\_\_\_\_\_  
Printed Name of Notary

**NOTE:** If both Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Power of Attorney to be attached.

APPROVED: (as to form and legal sufficiency)

\_\_\_\_\_  
Attorney for The School Board of Miami-Dade County, Florida

(Attach Power of Attorney)