

PERFORMANCE BOND

Bond No. _____

CITY OF FELLSMERE PROJECT:

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as Principal,
and _____, as Surety,
are held and firmly bound unto the City of Fellsmere in the sum of _____
dollars (\$ _____), for the payment of said sum we
bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful
performance of a certain written contract, dated _____ and entered
into between the Principal and the City of Fellsmere, Florida, for:

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and its obligations thereunder, including all of the Contract Documents (that include, without limitation, the Advertisement for or Bids, Instructions to Bidders, Proposal, the Bid, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Supplemental Conditions, Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Fellsmere against and from all attorneys' fees, expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, its agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Fellsmere any difference between the sum that the City of Fellsmere may be obliged to pay for the completion of said work, by Contract or otherwise, attorneys' fees, and any damages, whether direct, indirect, or consequential, which the City of Fellsmere may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Fellsmere against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the City of Fellsmere may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it 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 and Drawings.

AND, if the City of Fellsmere is required to initiate legal proceedings to recover on this bond, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, at trial and all appellate levels of court.

AND, Principal and Surety jointly and severally covenant and agree that this Bond will continue and remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion issued by the City of Fellsmere.

I. TO BE EXECUTED BY PRINCIPAL

Signed, sealed and delivered in the presence of:

When Principal is an Individual:

Witness

Signature of Principal

Address

Printed Name of Individual

Witness

Address

When Principal is a Sole Proprietorship or Operates under a Trade Name

Witness

Signature of Proprietor/Signer

Address

Printed Name of Proprietor/Signer

Witness

Address

When Principal is a Partnership:

Witness

Name of Partnership

Address

By: _____ (Seal)
Signature of Partner

Witness

Printed Name of Partner

Address

When Principal is a Corporation:

Attest:

Secretary

Name of Corporation

(Affix Corporate Seal)

By _____

Printed Name & Official Title

Certificate as to Corporate Principal: I _____,
certify that I am the Secretary of the corporation named as Principal in the within bond; that
_____, who signed the said bond
on behalf of the Principal was then _____ of said
corporation: that I know his/her signature, and her/his signature thereto is genuine; and that said
Bond was duly signed, sealed and attested for an on behalf of Said corporation by authority of its
governing body.

Secretary _____ (SEAL)

ACKNOWLEDGMENT AS TO PRINCIPAL

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (name of person) as _____ (type of authority, . . . e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

Notary Public - State of Florida
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

II. TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Secretary

(Affix Corporate Seal)

Name of Local Agency

Corporate Surety

Business Address

By: _____

Attorney-In-Fact

Business Address

Inquiries: () _____

STATE OF FLORIDA)
COUNTY OF _____)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____, to me well known, who being first duly sworn, says that he is the attorney-in-fact for the _____ Insurance Company, to execute the foregoing bond on behalf of the CONTRACTOR named therein favor of the City of Fellsmere, Florida. Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public, State of Florida
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____