



Form "A-11"

Successful Bidder Must Submit when Contract is Signed

**LABOR AND MATERIAL PAYMENT BOND
(SECTION 255.05, FLA. STAT.)**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (CONTRACTOR), whose primary office is located at _____, and whose phone number is _____, and _____, as SURETY, are bound to the City of North Miami, Florida, as Obligee, (CITY), in the amount of _____ Dollars (\$_____) for the payment of which CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, dated the _____ day of _____, 20____, with the CITY in response to _____ which is by reference made a part of this Bond and which shall be performed at _____ described as: _____

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

- (1) Performs the Contract between the CONTRACTOR and the CITY, 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 CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
- (3) Pays CITY all losses, damages, expenses, costs and attorneys fees at trial and appellate proceedings, that CITY sustains because of default by CONTRACTOR 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.

The SURETY waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or any changes does not affect the SURETY's obligation under this Bond.



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Whenever CONTRACTOR shall be, and is declared by CITY to be, in default under the Contract, and the CITY having performed CITY's obligations under the Contract, the SURETY shall promptly remedy the default or promptly:

- (1) Complete the CONTRACT in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, or, if the CITY elects, upon determination by the CITY of the lowest responsible Bidder, arrange for a Contract between such Bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, including other costs and damages for which the SURETY may be liable. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments less the amount properly paid the CITY to CONTRACTOR.
- (3) The Surety shall defend, indemnify and hold harmless the City from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys fees, at trial and appellate levels, engineering and Cityural fees or other professional services which the CITY may incur or which may accrue or be imposed upon the City by reason of any negligence, default, act and/or omission on the part of the CONTRACTOR, any Subcontractor or their agents, servants or employees, in, about, arising out of or on account of work and performance of the Contract by the CONTRACTOR.
- (4) This Bond shall remain in full force and effect until after the date of the City's acceptance of the work as is provided for in the Contract Documents. The CONTRACTOR guarantees to repair or replace all work performed and materials and equipment furnished, which are not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item of work, material or equipment, the CONTRACTOR warrants and guarantees the work, material or equipment for a minimum period of one (1) year from the date of the City's final acceptance of the Work.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City.

Any action under this Bond must be instituted in accordance with Section 255.05, Florida Statutes.



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IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the _____ day of _____, 20_____.

WITNESS:

PRINCIPAL:
(If sole Proprietor or partnership)

(Firm Name)

BY _____

Title: (Sole Proprietor or Partner)

OBLIGEE (City)

(City of North Miami)

BY _____
(President)

Attest: _____
(Secretary)

(CORPORATE SEAL)

**COUNTERSIGNED BY
RESIDENT FLORIDA
AGENT OF SURETY:**

**(Copy of Agent's current
License as issued by State
of Florida Insurance
Commissioner)**

SURETY:

By: _____
Attorney-in-fact

(Power of Attorney must be attached)



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CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary Corporate
Seal

STATE OF FLORIDA)

ss

COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney in Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of North Miami, Florida.

Subscribed and sworn before me this _____ day of _____, 20____ A.D.
(Attach Power of Attorney)

Notary Public
State of Florida-at-Large