

PERFORMANCE BOND

(PERFORMANCE BOND #: _____)

KNOW ALL MEN BY THESE PRESENTS:

That we _____,

Name

Address

Tel. No.

as Principal, and _____

Name

Address

Tel. No.

as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____ Dollars (\$_____), and 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 the _____ day of _____, 20____, entered into between the Principal and the City of Hollywood, 2600 Hollywood Blvd., Hollywood, Florida, 33020, 954-967-4357, for the work of the _____

A copy of the Contract is incorporated by reference and is made a part hereof as if fully set forth 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 the Contract and his/its obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), referred to and made a part thereof, and such alterations as may be made in the Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringement on the part of the Principal, his agents or employees in the execution or performance of the Contract, including errors in the Drawings furnished by the Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of the work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion of the work had the Principal properly executed and satisfied all of the provisions of the Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the Principal to properly execute all of the provisions of the Contract.

AND, the Principal and Surety further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the

City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the CITY may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the 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 Surety, for value received, 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.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness) _____

(Signature of Individual) _____

(Address) _____

(Printed Name of Individual) _____

(Witness) _____

(Address) _____

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness) _____

(Name of Firm) _____

(Address)

By: _____
(Seal)
(Signature of Individual)

(Witness) _____

Address

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness)

(Name of Partnership)

(Address)

By: _____
(Seal)
(Partner)

(Witness)

(Printed Name of Partner)

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Performance Bond #: _____

(Secretary)

(Name of Corporation)

By: _____
(Seal)
(Affix Corporate Seal)

(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 Bond on behalf of the Principal was then _____ of the corporation; that I know his signature, and his signature thereto is genuine; and that the Bond was duly signed, sealed and attested for and on behalf of the corporation by authority of its governing body.

Secretary (SEAL)

TO BE EXECUTED BY CORPORATE SURETY

Attest:

Performance Bond #: _____

(Secretary)

(Corporate Surety)

(Business Address)

By: _____
(Affix Corporate Seal)

(Attorney-In-Fact)

(Name of Local Agency)

(Business Address)

STATE OF FLORIDA

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 Hollywood, Florida.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, State of Florida

My commission expires:

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By _____
Damaris Henlon
City Attorney

By _____
Stephanie Tinsley
Financial Services Director

- END OF SECTION -

PAYMENT BOND

(PAYMENT BOND #: _____)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
Name Address Tel. No.

As Principal and _____
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA ("City"), 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 the _____ day of
_____, 20____, entered into between the Principal and the City of Hollywood, 2600 Hollywood Blvd.,
Hollywood, Florida, 33020, 954-967-4357, Florida for the work related to

Which Contract is by reference made a part hereof and is referred to as the "Contract".

THE CONDITION of this bond is that if the Principal promptly makes payments to all claimants defined
in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by
principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and
of no further force and effect; otherwise to remain in full force and effect.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or any other changes in or under the Contract Documents and
compliance or noncompliance with any formalities connected with the Contract does not affect Surety's
obligation under this bond, and Surety waives notice of any such change, extension of time, alteration or
addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the
Contract or to the work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being
Florida Statute Section 255.05. Claimants are hereby notified that Florida Statute Section 255.05(2)
specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor,
materials or supplies for the prosecution of the work that claimants intend to look to the bond for protection.
Further notice is given claimants that written notice of nonpayment within 90 days after performance of the
labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the
Surety. Further notice is given that no action for labor, materials or supplies may be instituted against the
Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery
of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and Surety

no more and no less than is specified in F.S. Section 255.050.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL:

ATTEST: Payment Bond #: _____

(Signature)

(Title)

(SEAL)

SURETY:

(Surety)

ATTEST: _____
(Signature)

(Attorney-in-Fact)

APPROVED AS TO FORM: APPROVED AS TO FINANCE:

By _____
Damaris Henlon
City Attorney

By _____
Stephanie Tinsley
Financial Services Director

- END OF SECTION -