PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND (FOR LABOR & MATERIALS) IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT AS PROVIDED BY SECTION 255.05, F.S.

KNOW ALL MEN BY THESE PRESENTS: that **Name, Address and Telephone Number**, as Principal, hereinafter called Principal, and **Surety Name and Address**, as Surety, hereinafter called Surety, are held and firmly bound unto the University of Florida Board of Trustees, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of **Contract Amount**, for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally.

WHEREAS,

Principal has by written agreement dated **Spell out Month and Day, 4 digit Year**, entered into a contract with Owner for construction of **Project Name** at the University of Florida, Project No. **UF-**, in accordance with Drawings and Specifications prepared by **A/E Name and Address**, which agreement is incorporated herein by reference, and is hereinafter referred to as the Agreement. Project consists of **{briefly describe the building/project}.**

**[If property is not on University campus, include a legal property description or street address and identity of the property owner]**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any change, including changes of time, in the Agreement or related subcontracts, purchase orders or other obligations.

Whenever the Principal is in default under the Agreement, and the Owner has performed its obligations thereunder, the Surety shall within thirty (30) days after receipt of Owner’s notice of default, and at Surety’s expense: (1) arrange for the Principal, with the Owner’s consent, to perform and complete the Agreement; or (2) undertake to perform and complete the Agreement itself through agents or other independent contractors; or (3) obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement; arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued for the Agreement; and pay to the Owner the amount of damages described in this Bond in excess of the Balance of the Contract Price that the Owner incurs because of Principal’s default; or (4) waive its right to perform and complete, arrange for completion or obtain a new contractor and, within thirty (30) days after Principal is declared in default: (a) determine the amount for which the Surety is liable to the Owner and tender payment therefor to the Owner within sixty (60) days after Surety sends notice to Owner of its intent; or (b) deny liability in whole or in part and notify the Owner citing reasons for the denial.

If the Surety fails to proceed within the times provided in the paragraph above, the Surety shall be deemed in default under this Bond.

If Surety elects to act as provided above, the Surety’s responsibilities to the Owner shall not be greater than those of the Principal under the Agreement and the Owner’s responsibilities to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the penal sum of this Bond, but subject to Owner’s payment of the Balance of the Contract Price under the Agreement, the Surety is obligated without duplication for:

(1). The Principal’s responsibilities for correcting defective work and completion of the Agreement;

(2). Additional legal, design professional and delay costs resulting from the Principal’s default and resulting from the Surety’s actions or failure to act;

(3). Liquidated damages, or if no liquidated damages are specified in the Agreement, the Owner’s actual damages cause by the Principal’s delayed performance or non-performance.

For purposes hereof, the term "Balance of the Contract Price" means the total amount payable by Owner to Principal under the Agreement and any amendments thereto, less amounts already paid by Owner to Principal.

**The Remainder of this page is intentionally left blank.**

SIGNED AND SEALED THIS **\_\_\_\_\_** DAY OF **Spell out Month** **Year in 4 digit**.

For the **Principal:**

|  |  |  |
| --- | --- | --- |
|  |  | Name of Firm: (Seal) |
| As Witnessed by: |  |       |
|  |  | By:       |
|  |  | Title:       |
|  |  | Date:       |

For the **SURETY:**

|  |  |  |
| --- | --- | --- |
|  |  | Name of Surety: (Seal) |
| As Witnessed by: |  |       |
|  |  | By: |
|  |  | Resident Agent as Attorney-in-Fact |
|  |  | Agent Name and Address: |
|  |  |       |
|  |  |       |
| (Power of Attorney attached hereto) |  |       |

File: PerformanceBond.doc,      ,