

PAYMENT BOND
(FOR LABOR AND MATERIALS)

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND 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 **Contractor Name and address** as Principal (Construction Manager) and _____ as surety (Surety), are held and firmly bound unto the Florida State University, acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida (Owner), for the use and benefit of claimants as hereinbelow defined, in the amount **\$Contract or GMP Amount in digits and words and No/100 Dollars**, for the payment whereof Construction Manager and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS:

Construction Manager has by written agreement dated **PO approved date**, entered into a contract with Owner for construction of **Project Title, Florida State University, Project No. CM/CX/CBXXXXXXX, PO No. FSXXXXXXX**, in accordance with Drawings and Specifications prepared **Design Professional Name and address**, which Owner-Construction Manager Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

THE CONDITIONS OF THIS BOND are such that:

1. If Construction Manager shall promptly make all payments owing when due to all persons who are defined in Section 255.05(1), Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement, then this bond is void; otherwise, it remains in full force and effect.
2. Each said claimant shall have a right of action against the Construction Manager and Surety for the amount due the claimant. No such action shall subject the Owner to any cost, expense, loss or damage, and Construction Manager shall promptly pay Owner for the full measure of all cost, expense, loss, damage, and attorney's fees sustained by Owner as a result of any default by Construction Manager under the Agreement.
3. A claimant, except a laborer, who is not in privity with the Construction Manager and who has not yet received payment for his labor, materials, equipment or supplies shall, within forty five (45) days after beginning to furnish labor, materials, equipment or supplies for the prosecution of the Work, furnish the Construction Manager with a notice that the claimant intends to look to the bond for protection. A claimant who is not in privity with the Construction Manager and who has not received payment for labor, materials, equipment or supplies shall, within ninety (90) days after completing performance of the labor or after completing delivery of the materials, equipment or supplies, deliver to the Construction Manager and to the Surety written notice of the performance of the labor or delivery of the materials, equipment or supplies and of the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Construction Manager or the Surety after one year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.

4. An action against the Surety or the Construction Manager, or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.
5. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract For Construction.
6. Neither any change in or under the Contract Documents, nor any compliance or noncompliance with any formalities provided in the Agreement or the change shall relieve the Surety of its obligations under this Bond.

EFFECTIVE THIS _____ DAY OF _____, 2026.

***** **CONSTRUCTION MANAGER** *****

Contractor Name

By: _____

Name and Title

***** **SURETY** *****

As Witnessed By:

(Seal)

By: _____

Resident Agent as Attorney-in-Fact

Name and Address

(Power of Attorney attached hereto)