THE FLORIDA STATE UNIVERSITY
STATE OF FLORIDA

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 **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. FSXXXXXXXX**, 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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Construction Manager 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 alteration or extension of time made by the Owner.

Whenever Construction Manager is in default under the Agreement, and the Owner has performed its obligations thereunder, the Surety shall promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and arrange for a contract between such bidder and the Surety, and pay 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) the cost of completion less the balance of the Contract Sum; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Sum", as used in this paragraph, shall mean the total amount payable by Owner to Construction Manager under the Agreement and any amendments thereto, less the amount properly paid by Owner to Construction Manager.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrator or successors of the Owner.

SIGNED AND SEALED THIS ________ DAY OF _________________________, 2026.

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

As Witnessed By:

Contractor Name

________________________________ By:________________________________

(Seal)

____
Name and Title

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

As Witnessed By:

________________________________ By:________________________________
Resident Agent as Attorney-in-Fact

(Seal)

____

____
Name and Address

(Power of Attorney attached hereto)