

SOUTH BROWARD HOSPITAL DISTRICT  
**BID OR PROPOSAL BOND**

**PRINCIPAL:**

*(Business Name, Legal Status, and Principal Place of Business)*

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**SURETY:**

*(Business Name, Legal Status, and Principal Place of Business)*

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**OBLIGEE:**

South Broward Hospital District d/b/a Memorial Healthcare System  
3111 Stirling Road  
Hollywood, FL 33312

**BOND AMOUNT:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**BID NO:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the Principal, and the Surety, are held and firmly bound unto the Obligee, in the full and just sum of the Bond Amount referred to herein, in lawful money of the United States of America, to be paid to the Obligee, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid or proposal to the Obligee for the above-mentioned Project.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that if the Obligee accepts the bid or proposal of the Principal within the time specified in the bid documents, or within such time period as may be agreed to by the Obligee and Principal, and the Principal either: (1) enters into a contract with the Obligee in accordance with the terms of the competitive solicitation and the Principal's bid or proposal, and, if applicable, gives such bond or bonds as may be specified in the bidding or contract documents, with a surety admitted in the State of Florida, for the faithful performance of such contract within the time period as stipulated by the project specifications and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid or proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid or proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this Bond conflicting with said statutory or legal requirement shall

be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Affix Seal)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS**

**WITNESS**

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## **INSTRUCTIONS FOR THIS BID OR PROPOSAL BOND**

1. This form is authorized for use whenever a bid guaranty is required in connection with construction work or the furnishing of supplies or services for Memorial Healthcare System. This form must be completed and returned with the Principal's bid or proposal. There shall be no deviation from this form without approval by Memorial Healthcare System.
2. The full legal name and principal place of business address of the Principal shall be inserted in the space designated "Principal" on the first page of this form. The full legal name and principal place of business address of the Surety shall be inserted in the space designated "Surety" on the first page of this form. Corporations executing the bond as sureties must be authorized to act as sureties on bonds for principals in the State of Florida.
3. The amount of the bond must be provided in the space designated "Bond Amount" on the first page of this form. The project's name must be inserted in the space designated as "Project" on the first page of this form. The competitive solicitation's bid number must be provided in the space designated "Bid No." on the first page of this form.
4. The bond shall be dated on the date the bond was signed by the Surety and the Principal. An authorized person of the Principal must sign on behalf of the Principal and provide their title. When such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member or officer of the Principal, evidence of the person's authority must be furnished with this form. The individual signing on behalf of the surety must provide their title and shall affix their corporate seal. The signatures of both the Surety and Principal must be witnessed.

SOUTH BROWARD HOSPITAL DISTRICT  
**PERFORMANCE BOND**

**PRINCIPAL:**

*(Business Name, Legal Status, and Principal Place of Business Address)*

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**SURETY:**

*(Business Name, Legal Status, and Principal Place of Business Address)*

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**PHONE NO.** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**OWNER:**

South Broward Hospital District d/b/a Memorial Healthcare System  
3111 Stirling Road  
Hollywood, FL 33312  
(954) 265-8670

**BOND AMOUNT:** \_\_\_\_\_  
*(Must be equivalent to 100% of the Contract price)*

**BOND NO:** \_\_\_\_\_

**CONTRACT:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**PROJECT DESCRIPTION AND PROPERTY ADDRESS:** \_\_\_\_\_

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**KNOW ALL MEN BY THESE PRESENTS:**

That we, the Principal, and the Surety, are held and firmly bound unto the Owner, in the full and just sum of the Bond Amount referred to herein, in lawful money of the United States of America, to be paid to the Owner, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal has entered into the above-described Contract with the Owner after being awarded in response to a competitive solicitation which said Contract and competitive solicitation are incorporated by reference and made part of this bond.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that if the Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay;
2. Pays Owner all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract, including but

not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the time period provided in § 95.11(3)(b), Florida Statutes; and

- 3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in § 95.11(3)(b), Florida Statutes,

then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Surety specifically assumes liability for any and all delay damages arising from Principal’s default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the Owner. This bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the Owner of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were 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 or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the Owner; provided, however, that this limitation does not apply to suits seeking damages for latent defects in materials, or workmanship, such actions being subject to the limitations found in § 95.11(3)(b), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety’s obligation under this bond. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

By: \_\_\_\_\_

By: \_\_\_\_\_ (Affix Seal)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS**

**WITNESS**

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## INSTRUCTIONS FOR THIS PERFORMANCE BOND

1. This form is authorized for use whenever a performance guaranty is required in connection with construction work or the furnishing of supplies or services for Memorial Healthcare System. There shall be no deviation from this form without approval by Memorial Healthcare System.
2. The full legal name, principal place of business address, and phone number of the Principal shall be inserted in the spaces designated for the Principal on the first page of this form. The full legal name, principal place of business address, and phone number of the Surety shall be inserted in the spaces designated for the Surety on the first page of this form. Corporations executing the bond as sureties must be authorized to act as sureties on bonds for principals in the State of Florida.
3. The amount of the bond, equal to 100% of the Contract price, must be provided in the space designated "Bond Amount" on the first page of this form. The bond number assigned by the Surety must be provided in the space designated "Bond No." on the first page of this form. The title of the Contract must be placed in the space designated as "Contract" on the first page of this form. The effective date of the Contract must be provided in the space designated as "Effective Date" on the first page of this form. The contract number assigned by Memorial Healthcare System for the Contract must be provided in the space designated as "Contract No." on the first page of this form. The legal description or the street address of the property being constructed or improved, and a general description of the construction or improvement must be inserted in the space designated as "Project Description and Property Address" on the first page of this form.
4. The bond shall be dated on the date the bond was signed by the Surety and the Principal. An authorized person of the Principal must sign on behalf of the Principal and provide their title. When such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member or officer of the Principal, evidence of the person's authority must be furnished with this form. The individual signing on behalf of the surety must provide their title and shall affix their corporate seal. The signatures of both the Surety and Principal must be witnessed.

SOUTH BROWARD HOSPITAL DISTRICT  
**PAYMENT AND PERFORMANCE BOND**  
**FOR PUBLIC CONSTRUCTION**  
(Section 255.05, Florida Statutes)

**PRINCIPAL:**

*(Business Name, Legal Status, and Principal Place of Business Address)*

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**SURETY:**

*(Business Name, Legal Status, and Principal Place of Business Address)*

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**PHONE NO.** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**OWNER:**

South Broward Hospital District d/b/a Memorial Healthcare System  
3111 Stirling Road  
Hollywood, FL 33312  
(954) 265-8670

**BOND AMOUNT:** \_\_\_\_\_

*(Must be equivalent to 100% of the Contract price)*

**BOND NO:** \_\_\_\_\_

**CONTRACT:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**PROJECT DESCRIPTION AND PROPERTY ADDRESS:** \_\_\_\_\_

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**KNOW ALL MEN BY THESE PRESENTS:**

That we, the Principal and the Surety, are bound to the Owner, in the full and just sum of the Bond Amount referred to herein, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the said Principal has entered into the above-described Contract with the Owner after being awarded in response to a competitive solicitation.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND ARE SUCH, that if the Principal:

1. Performs the work in the time and manner prescribed in the above-referenced Contract between the Principal and the Owner for the construction of the property described, such Contract being made a part of this bond by reference;
2. Promptly makes payments to all claimants and persons, as defined in § 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract;

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal 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 shall be void; otherwise, it remains in full force.

A claimant shall have a right of action against the Principal and the Surety for the amount due it, including unpaid finance charges due under the claimant's contract. Any such action may not involve the Owner in any expense. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in § 255.05(2) and (10), Florida Statutes. Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Affix Seal)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS**

**WITNESS**

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## **INSTRUCTIONS FOR THIS PAYMENT BOND FOR PUBLIC CONSTRUCTION**

1. This form is required pursuant to § 255.05, Florida Statutes when the work under the Contract is over \$200,000, or, if the competitive solicitation's bid documents require payment bond. There shall be no deviation from this form without approval by Memorial Healthcare System.
2. Prior to commencing the work or before recommencing the work after a default or abandonment, this form must be executed and recorded in the public records of Broward County and a certified copy of the recorded bond must be furnished to the Owner.
3. The full legal name, principal place of business address, and phone number of the Principal shall be inserted in the spaces designated for the Principal on the first page of this form. The full legal name, principal place of business address, and phone number of the Surety shall be inserted in the spaces designated for the Surety on the first page of this form. Corporations executing the bond as sureties must be authorized to act as sureties on bonds for principals in the State of Florida.
4. The amount of the bond, equal to 100% of the Contract price, must be provided in the space designated "Bond Amount" on the first page of this form. The bond number assigned by the Surety must be provided in the space designated "Bond No." on the first page of this form. The title of the Contract must be placed in the space designated as "Contract" on the first page of this form. The effective date of the Contract must be provided in the space designated as "Effective Date" on the first page of this form. The contract number assigned by Memorial Healthcare System for the Contract must be provided in the space designated as "Contract No." on the first page of this form. The legal description or the street address of the property being constructed or improved, and a general description of the construction or improvement must be inserted in the space designated as "Project Description and Property Address" on the first page of this form.
5. The bond shall be dated on the date the bond was signed by the Surety and the Principal. An authorized person of the Principal must sign on behalf of the Principal and provide their title. When such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member or officer of the Principal, evidence of the person's authority must be furnished with this form. The individual signing on behalf of the surety must provide their title and shall affix their corporate seal. The signatures of both the Surety and Principal must be witnessed.