

**EXHIBIT D**  
**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is  
\_\_\_\_\_  
and phone number is \_\_\_\_\_, and  
\_\_\_\_\_, as Surety, whose principal  
address is \_\_\_\_\_

\_\_\_\_\_ and phone number is: \_\_\_\_\_ are  
held and firmly bound to Jefferson County, Florida (the "COUNTY"), as Obligee in the sum  
of: \_\_\_\_\_

(\$ \_\_\_\_\_) for the payment whereof we bond ourselves, our heirs,  
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ Obligee \_\_\_\_\_ for

\_\_\_\_\_ JEFFERSON COUNTY Project  
No.: \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated  
by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;  
and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including  
appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,  
including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;  
and

3. Performs the guarantee of all work and materials furnished under the Contract for  
the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officers Signature)

\_\_\_\_\_ (Officers Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)

Its: \_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_, by \_\_\_\_\_ (officer's name), as  
\_\_\_\_\_ (title) of  
\_\_\_\_\_ (company name), a(n) \_\_\_\_\_  
(state) corporation, on behalf of the corporation. He/she is personally known to me OR has  
produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature) (Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_  
(Signature) (Printed Name)

\_\_\_\_\_  
(Business Address) (Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL) Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

**EXHIBIT E**  
**PUBLIC PAYMENT BOND**

BOND No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is:

\_\_\_\_\_  
and phone number and fax numbers are: \_\_\_\_\_  
and \_\_\_\_\_, as Surety, whose  
principal address is:

\_\_\_\_\_  
and phone number and fax numbers are: \_\_\_\_\_ are held  
and firmly bound to JEFFERSON COUNTY, FLORIDA (the "COUNTY") as Obligee in the  
sum  
of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,  
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, with Obligee for in accordance with drawings and specifications, which contract is  
incorporated by reference and made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all  
claimants as defined in Section 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, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any  
formalities connected with the Contract or the changes do not affect Surety's obligation under this  
Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no  
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this  
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, the name of each party being affixed and these presents duly signed by  
its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officer’s Signature)  
\_\_\_\_\_ (Officer’s Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ (officer’s name), as  
\_\_\_\_\_ (title) of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR  
has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission

No: \_\_\_\_\_

**EXHIBIT F**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATES OF INSURANCE**

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the



INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE

COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

**EXHIBIT G**  
**RELEASE AND AFFIDAVIT**

COUNTY OF \_\_\_\_\_

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Jefferson County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated \_\_\_\_\_, \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_ (signature of the executive officer)

Its: \_\_\_\_\_ (title of the executive officer)

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the  
corporation. He/she is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

**EXHIBIT H**  
**CHANGE ORDER FORM**

CHANGE ORDER NO. \_\_\_\_\_ JEFFERSON COUNTY PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

Jefferson County Project No. \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

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You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

\_\_\_\_\_  
\_\_\_\_\_

FOR THE ADDITIVE or DEDUCTIVE Sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_).

Original Agreement Amount \$ \_\_\_\_\_

Sum of Previous Changes \$ \_\_\_\_\_

This Change Order ADD/DEDUCT \$ \_\_\_\_\_

Present Agreement Amount \$ \_\_\_\_\_

The time for completion shall be (increased/decreased) by \_\_\_\_\_ calendar days due to this Change Order. Accordingly, the Contract Time is now \_\_\_\_\_ (\_\_\_\_\_) calendar days and the final completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_, 20\_\_\_\_.

JEFFERSON COUNTY, FLORIDA

CONTRACTOR

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

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

DESIGN PROFESSIONAL: By: \_\_\_\_\_ Consulting Engineer