

Exhibit F
Payment, Performance and Proposal Bond
Forms

Surety Payment Bond

Project Title: _____	Owner: _____
Property Address: _____	Address: _____
_____	_____
Property Improvement: _____	Phone: _____
_____	_____
Surety: _____	Contractor: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
_____	_____

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 2026, between Principal and Town of South Palm Beach for the construction of _____, project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Town of South Palm Beach (hereinafter referred to as "Town") in the sum of (U.S. Dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Sections 713.01 and 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, which is made a part of this bond by reference, and in the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Town sustains because of a failure by Principal to make any such payments; then this bond is void; otherwise it remains in full force.

A claimant shall have a right of action against Principal and the Surety for the amount due to it. Such action shall not involve the Town in any expense.

A claimant, except a laborer, who is not in privity with the Principal shall, before beginning or not later than 45 days after beginning to furnish labor, materials, services or supplies for prosecution of the work, furnish the Principal with a written notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, services or supplies shall, within 90 days after the final furnishing of the labor, materials, services, or supplies by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify

the portion of the amount claimed for retainage. This Bond is given to comply with Section 255.05, Florida Statutes, and is subject to the notice requirements and time limitations provided for in Section 255.05(2), Florida Statutes.

An action for the labor, materials, or supplies may not be instituted against the contractor or the surety unless the notice to the contractor and notice of nonpayment have been served, if required by section 255.05, Florida Statutes.. An action, except an action for the recovery of retainage, must be instituted against the Principal or the Surety on the bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies; however, an action for the recovery of retainage may not be instituted until one of the conditions listed in Section 255.05(10) (a) – ((d) is satisfied, and if no such conditions are satisfied and an action for recovery of retainage cannot be instituted within the 1-year limitation period, this limitation period shall be extended until 120 days after one of these conditions is satisfied. A claimant may not waive in advance its right to bring an action under the bond against the surety.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes, do not affect Surety’s obligation under this Bond.

IN WTINESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 2026.

(CONTRACTOR)

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

SURETY: _____

(COPY OF Agent’s current Identification
Card as issued by State of Florida
Insurance Commissioner must be attached)

(CORPORATE SEAL)

By: _____
Attorney-in-Fact
(Power of Attorney must be attached)

SURETY PERFORMANCE BOND

Project Title: _____ Owner: _____
Property Address: _____
Address: _____

Property Improvement: _____ Phone: _____

Surety: _____ Contractor: _____
Address: _____ Address: _____
Phone: _____ Phone: _____

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20 ____, between Principal and Town of South Palm Beach for the construction of _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Town of South Palm Beach (hereinafter referred to as "Town") in the sum of (U.S. dollars) \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract in the times and in the manner prescribed in the Contract, said Contract being made a part of this bond by reference, including but not limited to guarantees, warranties and the curing of latent defects, including any and all damages for delay; and
2. Pays Town all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Town 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 Section 95.11(3)(c), 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 Section 95.11(3)(c), Florida Statutes;

then this bond is void; otherwise it remains in full force.

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 Town.

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

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the Town 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 Town; 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 Section 95.11(3)(c), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 2026.

CONTRACTOR

(Contractor Name)

BY:

(President)
(Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY
FLORIDA AGENT OF SURETY:

SURETY:

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By:

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

PROPOSAL BOND

State of _____ County of _____
We, _____ as Principal
and _____ as Surety, are held
and firmly bound unto Town of South Palm Beach, Florida hereinafter called the Town, in the
Penal sum of

_____ Dollars (\$ _____) lawful money
of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The
Principal has submitted the attached Proposal, **dated** _____, 20____, for **Project No** _____.
The Principal shall at time of proposal opening furnish all documents and information required by the
Request for Proposals and the Contract Documents, and shall not withdraw said Proposal within the time
stipulated in the RFP and shall within the time stipulated in the Instructions to Proposers execute and deliver
to the Town, the Contract, the Performance Bond, Payment Bond and satisfactory evidence of all required
Insurance. The Principal shall give a Performance Bond and a Payment Bond with good and sufficient
surety, as required by the RFP and the Contract Documents, for the faithful performance and proper
fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in
connection therewith. Having met these obligations shall render this Bond void and of no effect; or in the
event of withdrawal of said Proposal within the period specified, or in the event of the failure to comply with
the RFP or the Contract Documents, or in the event of failure to enter into such Contract and give such
Bonds and evidence of insurance within the time specified, if the Principal shall pay the Town the difference
between the amounts specified in said Proposal and the amount for which the Town may procure the
required work and supplies, provided the latter amount be in excess of the former, then the above obligations
shall be void and of no effect; otherwise, to remain in full force and virtue.

The above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____
day of _____, 20____.

CORPORATION

Witness

By:

Title _____

PARTNERSHIP OR JOINT VENTURE *

Witness

By:

Title _____

Witness

By:

Title _____

* Note: All Partners or Joint Venture Members shall sign and submit documentation proving their
authority to sign on behalf of the Partnership or Joint Venture.

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

SURETY:

(Copy of Agent's current Identification
Card as issued by State of Florida Insurance
Commissioner must be attached)

By: Attorney-in-Fact
(CORPORATE SEAL)

(This form must be submitted in duplicate - one original and one copy)