SUPPLY BOND

|  |  |
| --- | --- |
| Supplier |  |
| Business Address |  |
| Supplier Phone No. |  |
| Surety Phone No. |  |
| CFX Phone No. |  |
| Bond No. |  |
| Purchase Order No. |  |
| Project Description |  |

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety, are held and firmly bound unto Central Florida Expressway Authority (hereinafter called “CFX”) in the penal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) for which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal entered into a certain Purchase Order hereto attached and made a part hereof, with CFX, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_As part of the performance of a contract between CFX and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_which contract and the applicable specifications therefore shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Purchase Order during the original term of said Purchase Order and any extensions thereof that may be granted by CFX, with or without notice to the Surety, and during the life of any guaranty required under the Purchase Order, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized additions to and modifications of said Purchase Order that may hereafter be made, notice of such additions and modifications will be made to the Surety, and shall promptly make payment to all persons supplying the Principal with labor and materials in the prosecution of the work and in the furnishing of all materials provided for in said Purchase Order, and any and all duly authorized additions to and modifications of said Purchase Order that may hereafter be made and shall promptly pay all other obligations incurred by the Principal in connection with said Purchase Order, then this obligation to be void; otherwise to remain in full force and effect.

The following obligation is subject to the following conditions which are hereby agreed to by the Principal and the Surety:

1. Unless the Surety has notified CFX in writing of a prior claim by the Surety to any sums earned by the Principal under said Purchase Order, upon completion of all work to be performed by the Principal under said Purchase Order, CFX may, at its option and without notice to the Surety, pay to the Principal any sums earned by the Principal under said Purchase Order, including any retained percentage thereon, prior to the time of final approval and acceptance of the Principal’s materials by CFX; and in the event of any such payment to the Principal herein, all of the terms, conditions and obligations of such Purchase Order and of this bond shall remain in full force and effect until the final approval and acceptance of the Principal’s materials by CFX and until the expiration of any guaranty required under said Purchase Order.
2. Upon final approval and acceptance of Principal’s materials by CFX, CFX may make final payment to the Principal of any sum or sums then due to the Principal under said Purchase Order, including any retained percentage thereon, without notice to or consent by the Surety, unless prior to such payment by CFX, the Surety gives written notice to CFX of any prior claim that the Surety may have to such funds or any part thereof.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Principal)

 (Affix Corporate Seal)

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

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Corporate Surety)

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

 (Address)

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