

**EXHIBIT 7  
PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_ (enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the Bay County Board of County Commissioner, Bay County, FL, herein called Owner, in the sum of \$ \_\_\_\_\_, 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 the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments 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; and
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 is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
(Name of Surety)

**NOTICE OF CONTEST OF CLAIM  
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated \_\_\_\_\_, \_\_\_\_\_, and served on the undersigned on \_\_\_\_\_, \_\_\_\_\_, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

Vendor: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ \_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of Vendor) on the job of Bay County Board of County Commissioners, for improvements to the following described project:

\_\_\_\_\_ (Project Name)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Vendor: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of Vendor) on the job of Bay County Board of County Commissioners for improvements to the following described project:

\_\_\_\_\_ (Project Name)

Vendor: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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