

By Senator Wise

5-00240E-11

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1                   A bill to be entitled  
2           An act relating to construction liens and bonds;  
3           amending s. 255.05, F.S.; requiring that a contractor  
4           record in the official records a payment bond for a  
5           public works construction project; requiring that the  
6           bond number be stated on the first page of the bond;  
7           prohibiting the issuing authority for a building  
8           permit or a private provider performing inspection  
9           services from inspecting the property being improved  
10          until certain documents are filed; providing that a  
11          payment and performance bond is not required for  
12          certain contracts; authorizing certain entities to  
13          exempt certain contracts from the requirement for a  
14          payment and performance bond; requiring the contractor  
15          to serve a notice of contest of claim against the  
16          payment bond; providing the form and content for a  
17          notice to contractor; providing for a sworn notice of  
18          nonpayment and providing the form and content of the  
19          notice; prohibiting a public authority from  
20          withholding payment to a contractor when the  
21          contractor has provided a payment bond; amending s.  
22          713.015, F.S.; requiring that a contractor provide an  
23          owner with a general statement of an owner's rights  
24          and responsibilities under Florida's Construction Lien  
25          Law; requiring that a signed copy of the statement be  
26          filed with the building permit application; specifying  
27          the form and content of the statement; deleting the  
28          requirement that notice be included in the direct  
29          contract between the contractor and the owner;

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30 amending s. 713.06, F.S.; revising the form of a  
31 notice for liens of persons not in privity with the  
32 owner; amending s. 713.13, F.S.; revising the form of  
33 the notice of commencement; requiring a payment bond  
34 to be attached to a notice of commencement if a  
35 project is bonded; amending s. 713.135, F.S.; revising  
36 the warning to the owner printed on certain permit  
37 cards; deleting a requirement relating to filing a  
38 notice of commencement before certain inspections;  
39 revising the warning to the owner provided on a  
40 building permit form; creating s. 713.137, F.S.;

41 prohibiting the authority issuing a building permit or  
42 a private provider performing inspection services from  
43 inspecting an improvement until certain documents have  
44 been filed and the information in the notice of  
45 commencement meets certain standards; providing  
46 exceptions; amending s. 713.16, F.S.; revising  
47 requirements for demands for a copy of a construction  
48 contract and a statement of account; authorizing a  
49 lienor who submits or mails a claim of lien to the  
50 clerk for recording to make certain demands to an  
51 owner for certain written statements; providing  
52 requirements for such written demands; amending s.  
53 713.18, F.S.; providing additional methods by which  
54 certain items may be served; specifying the  
55 information required on certain written instruments  
56 under certain circumstances; amending s. 713.22, F.S.;

57 requiring that the contractor serve a notice of  
58 contest of lien; amending s. 713.23, F.S.; providing

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59 for a sworn notice of nonpayment and providing the  
60 form and content of the notice; requiring that the  
61 contractor serve a notice of contest of claim against  
62 the payment bond and a notice of bond; providing an  
63 effective date.

64

65 Be It Enacted by the Legislature of the State of Florida:

66

67 Section 1. Subsection (1) and paragraph (a) of subsection  
68 (2) of section 255.05, Florida Statutes, are amended, and  
69 subsection (11) is added to that subsection, to read:

70 255.05 Bond of contractor constructing public buildings;  
71 form; action by materialmen.—

72 (1) ~~(a)~~ Any person entering into a formal contract with the  
73 state or any county, municipality ~~city~~, or political subdivision  
74 thereof, or other public authority or private entity, for the  
75 construction of a public building, for the prosecution and  
76 completion of a public work, or for repairs upon a public  
77 building or public work must ~~shall be required~~, before  
78 commencing the work or before recommencing the work after a  
79 default or abandonment, ~~to~~ execute and deliver to the public  
80 owner, ~~and record in the public records of the county where the~~  
81 ~~improvement is located~~, a payment and performance bond with a  
82 surety insurer authorized to do business in this state as  
83 surety.

84 (a) A public entity may not require a contractor to secure  
85 a surety bond under this section from a specific agent or  
86 bonding company.

87 (b) The bond must state on its front page: the name,

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88 principal business address, and phone number of the contractor,  
89 the surety, the owner of the property being improved, and, if  
90 different from the owner, the contracting public entity; the  
91 contract number assigned by the contracting public entity; the  
92 bond number assigned by the surety; and a description of the  
93 project sufficient to identify it, such as a legal description  
94 or the street address of the property being improved, and a  
95 general description of the improvement.

96 (c) Such bond shall be conditioned upon the contractor's  
97 performance of the construction work in the time and manner  
98 prescribed in the contract and promptly making payments due to  
99 all persons defined as a lienor in s. 713.01 who furnish labor,  
100 services, or materials for the prosecution of the work provided  
101 for in the contract.

102 (d) The contractor shall record the payment and performance  
103 bond upon issuance in the official records of the county in  
104 which the improvement will be located.

105 (e)1. The issuing authority for the building permit, or a  
106 private provider performing inspection services, may not inspect  
107 the property being improved until:

108 a. The issuing authority has a copy of the contractor's  
109 recorded payment and performance bond on file; or

110 b. The contracting public entity has filed with the issuing  
111 authority a notarized statement stating that the contract is  
112 exempt from the requirement for a payment and performance bond  
113 as provided in this section.

114 2. This paragraph does not apply to inspections for the  
115 installation of temporary electrical service or other temporary  
116 utility service, land clearing, or other preliminary site work.

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117 (f) ~~Any claimant may apply to~~ The governmental entity  
118 having charge of the work shall provide a certified copy for  
119 ~~copies~~ of the contract and bond to any claimant upon request and  
120 ~~shall thereupon be furnished with a certified copy of the~~  
121 ~~contract and bond.~~ The claimant has ~~shall have~~ a right of action  
122 against the contractor and surety for the amount due him or her,  
123 including unpaid finance charges due under the claimant's  
124 contract. Such action shall not involve the public authority in  
125 any expense.

126 (g)1. A payment and performance bond is not required for a  
127 contract with the state for \$100,000 or less. ~~When such work is~~  
128 ~~done for the state and the contract is for \$100,000 or less, no~~  
129 ~~payment and performance bond shall be required.~~

130 2. ~~At the discretion of~~ The official or board awarding a  
131 ~~such~~ contract ~~when such work is done for a~~ any county,  
132 municipality ~~city~~, political subdivision, or public authority  
133 may exempt a contract, ~~any person entering into such a contract~~  
134 ~~which is for \$200,000 or less~~ from the requirement for a ~~may be~~  
135 ~~exempted from executing the~~ payment and performance bond.

136 3. ~~When such work is done for the state,~~ The Secretary of  
137 Management Services may delegate to a state agency ~~agencies~~ the  
138 authority to exempt ~~any person entering into such a contract for~~  
139 ~~amounting to more than \$100,000 but less than \$200,000 from the~~  
140 requirement for a ~~executing the~~ payment and performance bond. If  
141 ~~In the event~~ such exemption is granted, the officer or officials  
142 are ~~shall not be~~ personally liable to a person who suffers a  
143 ~~persons suffering loss due to the~~ because of granting such  
144 exemption. The Department of Management Services shall maintain  
145 information on the number of requests by state agencies for

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146 delegation of authority to waive the bond requirements by agency  
147 and project number and whether any request for delegation was  
148 denied and the justification for the denial.

149 (h) The persons who may be protected by a payment and  
150 performance bond for payments due to them for furnishing labor,  
151 services, or materials for the prosecution of the work are  
152 limited to those persons defined as a lienor in s. 713.01. A ~~Any~~  
153 provision of ~~in~~ a payment and performance bond furnished for a  
154 public works contract ~~work contracts~~ as provided by this  
155 subsection which further restricts the classes of persons ~~as~~  
156 ~~defined in s. 713.01~~ protected by the bond or the venue of any  
157 proceeding relating to such bond is unenforceable.

158 (i) ~~(b)~~ The Department of Management Services shall adopt  
159 rules with respect to all contracts for \$200,000 or less, to  
160 provide:

161 1. Procedures for retaining up to 10 percent of each  
162 request for payment submitted by a contractor and procedures for  
163 determining disbursements from the amount retained on a pro rata  
164 basis to laborers, materialmen, and subcontractors, as defined  
165 in s. 713.01.

166 2. Procedures for requiring certification from laborers,  
167 materialmen, and subcontractors, as defined in s. 713.01, before  
168 prior to final payment to the contractor, that they do not that  
169 such laborers, materialmen, and subcontractors have a claim ~~no~~  
170 ~~claims~~ against the contractor resulting from the completion of  
171 the work provided for in the contract.

172  
173 The state is ~~shall~~ not ~~be held~~ liable to any laborer,  
174 materialman, or subcontractor for any amounts greater than the

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175 pro rata share as determined under this section.

176 (j)~~(e)~~1. The amount of the bond shall equal the contract  
177 price, except that for a contract in excess of \$250 million, if  
178 the state, county, municipality, political subdivision, or other  
179 public entity finds that a bond in the amount of the contract  
180 price is not reasonably available, the public owner shall set  
181 the amount of the bond at the largest amount reasonably  
182 available, but not less than \$250 million.

183 2. For construction-management or design-build contracts,  
184 if the public owner does not include in the bond amount the cost  
185 of design or other nonconstruction services, the bond may not be  
186 conditioned on performance of such services or payment to  
187 persons furnishing such services. Notwithstanding paragraph (h)  
188 ~~(a)~~, such a bond may exclude persons furnishing such services  
189 from the classes of persons protected by the bond.

190 (2) (a)1. If a claimant is no longer furnishing labor,  
191 services, or materials on a project, a contractor or the  
192 contractor's ~~agent or~~ attorney may elect to shorten the  
193 ~~prescribed time in this paragraph~~ within which an action to  
194 enforce any claim against a payment bond must ~~provided pursuant~~  
195 ~~to this section may~~ be commenced by recording in the clerk's  
196 office a notice in substantially the following form:

197 NOTICE OF CONTEST OF CLAIM  
198 AGAINST PAYMENT BOND  
199

200 To: ...(Name and address of claimant)...

201  
202 You are notified that the undersigned contests your notice  
203 of nonpayment, dated ....., ....., and served on the

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204 undersigned on ....., ....., and that the time within  
205 which you may file suit to enforce your claim is limited to 60  
206 days after the date of service of this notice.

207  
208 DATED on ....., .....

209  
210 Signed:...(Contractor or Attorney)...

211  
212 The claim of any claimant upon whom such notice is served and  
213 who fails to institute a suit to enforce his or her claim  
214 against the payment bond within 60 days after service of such  
215 notice shall be extinguished automatically. The contractor or  
216 the contractor's attorney ~~clerk~~ shall serve ~~mail~~ a copy of the  
217 notice of contest to the claimant at the address shown in the  
218 notice of nonpayment or most recent amendment thereto and shall  
219 certify to such service on the face of such notice and record  
220 the notice. ~~Service is complete upon mailing.~~

221 2.a. A claimant, except a laborer, who is not in privity  
222 with the contractor must ~~shall~~, before commencing or not later  
223 than 45 days after commencing to furnish labor, services, or  
224 materials for the prosecution of the work, furnish the  
225 contractor with a written notice that he or she intends to look  
226 to the bond for protection. The notice must be in substantially  
227 the following form:

228  
229 NOTICE TO CONTRACTOR

230  
231 To: ...(Name and address of contractor)...

232



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233 This notice is to inform you that the claimant identified below  
 234 intends to look to the contractor's bond to secure payment for  
 235 the furnishing of materials or services for the improvement of  
 236 real property. These materials or services have been furnished  
 237 or are being furnished to: ...(property description)..., which  
 238 is owned by: ...(owner's name and address).... A general  
 239 description of the materials or services is as follows:  
 240 ...(general description of materials or services).... The  
 241 materials or services were ordered by: ...(claimant's  
 242 customer)....

243  
 244 ...(name of claimant)...  
 245 ...(signature of claimant or claimant's  
 246 representative).....(date)...  
 247 ...(claimant's address)...

248  
 249 b. A claimant who is not in privity with the contractor and  
 250 who has not received payment for his or her labor, services, or  
 251 materials ~~shall deliver to~~ must serve on the contractor and ~~to~~  
 252 the surety written notice of the performance of the labor or  
 253 services, or the delivery of ~~the materials,~~ ~~or supplies~~ and of  
 254 the nonpayment. The notice of nonpayment must state, as of the  
 255 date of the notice, the nature of the labor or services  
 256 performed and to be performed, if any; the materials furnished;  
 257 the materials to be furnished, if known; the amount paid on  
 258 account to date; the amount due; the amount to become due, if  
 259 known; and the date that the notice to contractor, if any, was  
 260 served on the contractor. The notice of nonpayment must be a  
 261 sworn statement and may be served at any time during the

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262 progress of the work or thereafter but not before 45 days after  
263 the first furnishing of labor, services, or materials, and not  
264 later than 90 days after the final furnishing of the labor,  
265 services, or materials by the claimant or, with respect to  
266 rental equipment, not later than 90 days after the date that the  
267 rental equipment was last on the job site available for use. Any  
268 notice of nonpayment served by a claimant who is not in privity  
269 with the contractor which includes sums for retainage must  
270 specify the portion of the amount claimed for retainage. For a  
271 claimant who is not in privity with the contractor, the service  
272 of the notice of nonpayment satisfies one of the two conditions  
273 precedent to bringing an action against the contractor or surety  
274 as provided in sub-subparagraph c., both with respect to the  
275 payment described in the notice of nonpayment, including unpaid  
276 finance charges due under the claimant's contract, and with  
277 respect to any other payments that become due to the claimant  
278 after the date of the notice of nonpayment. The time for serving  
279 a written notice of nonpayment is measured from the last day of  
280 furnishing labor, services, or materials by the claimant and may  
281 not be measured by other standards, such as the issuance of a  
282 certificate of occupancy or the issuance of a certificate of  
283 substantial completion. The failure of a claimant to receive  
284 retainage sums of 10 percent or less of the value of labor,  
285 services, or materials furnished by the claimant is not  
286 considered a nonpayment requiring the service of the notice  
287 provided under this sub-subparagraph. The notice of nonpayment  
288 must be in substantially the following form:

289  
290 NOTICE OF NONPAYMENT

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To: ... (Name and address of contractor)...  
... (Name and address of surety)...

This notice is to inform you that, as of the date of this notice, the claimant identified below has not been fully paid for furnishing labor, services, or materials for an improvement to real property. The labor, services, or materials have been furnished to: ... (property description)..., which is owned by: ... (owner's name and address).... A general description of the labor, services, or materials is as follows: ... (general description of labor, services, or materials).... The labor, services, or materials were ordered by: ... (claimant's customer)....

The amount paid by ... (claimant's customer) ... as of the date of this notice for the labor, services, or materials is \$..... The total amount currently due and unpaid is \$....., with \$..... of that amount attributable to retainage.

You are further notified that the claimant identified below expects to furnish additional labor, services, or materials for the improvement ordered by the same customer. A general description of the additional labor, services, or materials is as follows: ... (general description of labor, services, or materials).... The additional amount expected to become due is: \$.....

If applicable, a notice to contractor pursuant to section

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320 255.05(2)(a)2.a., Florida Statutes, was served on ... (name of  
321 contractor) ... on ... (date)....

322  
323 ... (name of claimant)...

324 ... (signature of claimant or claimant's  
325 representative) ..... (date)...

326 ... (claimant's address)...

327  
328 Sworn to (or affirmed) and subscribed before me this .... day of  
329 ...., .. (year) .., by ... (name of person making statement)....

330 ... (Signature of Notary Public..... (Print, Type, or Stamp

331 Commissioned Name of Notary Public)...

332  
333 Personally Known .... OR Produced ..... as identification.

334 c. An ~~Ne~~ action for ~~the~~ labor, services, or materials, ~~or~~  
335 ~~supplies~~ may not be instituted against the contractor or the  
336 surety unless the notice to contractor and the notice of  
337 nonpayment both notices have been given, if required by this  
338 section. Service of all notices or other instruments required or  
339 permitted under this section shall may be made served in  
340 accordance with s. 713.18. A claimant may not waive in advance  
341 his or her right to bring an action under the bond against the  
342 surety. In any action brought to enforce a claim against a  
343 payment bond under this section, the prevailing party is  
344 entitled to recover a reasonable fee for the services of his or  
345 her attorney for trial and appeal or for arbitration, in an  
346 amount to be determined by the court, and the ~~which~~ fee must be  
347 taxed as part of the prevailing party's costs, as allowed in  
348 equitable actions. ~~The time periods for service of a notice of~~

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349 ~~nonpayment or for bringing an action against a contractor or a~~  
350 ~~surety shall be measured from the last day of furnishing labor,~~  
351 ~~services, or materials by the claimant and shall not be measured~~  
352 ~~by other standards, such as the issuance of a certificate of~~  
353 ~~occupancy or the issuance of a certificate of substantial~~  
354 ~~completion.~~

355 (11) If a contractor furnishes a payment and performance  
356 bond for a public works project under this section and has  
357 recorded the bond pursuant to paragraph (1)(d), the public  
358 authority may not condition its payments to the contractor on  
359 the production of a release, waiver, or like documentation from  
360 a claimant demonstrating that the claimant does not have an  
361 outstanding claim against the contractor, the surety, the bond,  
362 or the public authority for payments due on labor, services, or  
363 materials furnished on the public works project.

364 Section 2. Section 713.015, Florida Statutes, is amended to  
365 read:

366 713.015 General statement of owner's rights and  
367 responsibilities ~~Mandatory provisions for direct contracts.-~~

368 (1) For any direct contract greater than \$2,500 between an  
369 owner and a contractor, related to improvements to real property  
370 consisting of single or multiple family dwellings up to and  
371 including four units, the contractor must provide the owner with  
372 a copy of the general statement of owner's rights and  
373 responsibilities under Florida's Construction Lien Law as set  
374 forth in subsection (2), which must be contain the following  
375 notice provision printed in no less than 12-point, capitalized,  
376 boldfaced type on the front page of the contract or on a  
377 separate page, signed by the owner and dated, and submitted with

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378 the original building permit application pursuant to s.  
379 713.135.

380  
381 ~~ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-~~  
382 ~~713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR~~  
383 ~~PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A~~  
384 ~~RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY.~~  
385 ~~THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR~~  
386 ~~OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-~~  
387 ~~SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED~~  
388 ~~MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE~~  
389 ~~ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR~~  
390 ~~CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR~~  
391 ~~PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE~~  
392 ~~SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER~~  
393 ~~SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED~~  
394 ~~TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS~~  
395 ~~CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS~~  
396 ~~REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY~~  
397 ~~PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER."~~  
398 ~~FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS~~  
399 ~~RECOMMENDED THAT YOU CONSULT AN ATTORNEY.~~

400 (2) The general statement of owner's rights and  
401 responsibilities under Florida's Construction Lien Law must be  
402 in substantially the following form, must include the  
403 information contained in the following form, and must include a  
404 copy of a notice of commencement as provided in s. 713.13(1).

405  
406 GENERAL STATEMENT OF OWNER'S RIGHTS AND RESPONSIBILITIES

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UNDER FLORIDA'S CONSTRUCTION LIEN LAW(Required by Section 713.015, Florida Statutes)

ABOUT THIS DOCUMENT.—Florida law requires your contractor to provide you with this document when you are contracting to make improvements to real property. It is critical that you have some understanding of Florida's construction lien and payment laws and take appropriate steps to protect your investment and fulfill your obligations to those who provide labor, services, or materials for your project.

You must acknowledge that you have received and read this document by signing on the signature page. The original signed document must be delivered to the building permit authority, along with the building permit application for your project. Your building permit application will not be processed unless this signed document is in the file. You need to retain a copy of this document so that you can follow the procedures described in the document and identify the proper statutory forms as you proceed with your construction project.

IT IS ALWAYS RECOMMENDED THAT YOU OBTAIN LEGAL ADVICE BEFORE UNDERTAKING REAL PROPERTY IMPROVEMENTS. IF YOU HAVE QUESTIONS REGARDING THE INFORMATION CONTAINED IN THIS DOCUMENT, SEEK THE ADVICE OF A FLORIDA CONSTRUCTION LAW ATTORNEY.

THE FLORIDA CONSTRUCTION LIEN LAW.—Part I of chapter 713, Florida Statutes (F.S.), governs private construction projects in this state. The complete text of this law can be found at

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436 www.leg.state.fl.us. This statement is a guide and does not take  
437 precedence over the language of Florida's Construction Lien Law.

438  
439 Under this law, those who work on your property or provide  
440 materials or services and who are not paid in full have a right  
441 to enforce their claim for payment against your property. This  
442 claim is known as a construction lien. If your contractor or a  
443 subcontractor fails to pay subcontractors, sub-subcontractors,  
444 or material suppliers, those people who are owed money may look  
445 to your property for payment even if you have already paid your  
446 contractor in full. If you fail to pay your contractor, your  
447 contractor may also have a lien on your property. This means  
448 that if a valid lien is filed, your property could be sold  
449 against your will to pay for labor, services, or materials that  
450 your contractor or a subcontractor may have failed to pay. A  
451 contractor or subcontractor who files a lien on your property is  
452 called a lienor.

453  
454 FLORIDA LAW ALSO PROVIDES PROCEDURES TO PROTECT OWNERS FROM  
455 PAYING MORE THAN THE AMOUNT OF THEIR CONTRACT. IF YOU FOLLOW THE  
456 FOUR STEPS SET FORTH BELOW, YOU WILL PROTECT YOURSELF FROM VALID  
457 LIENS AGAINST YOUR PROPERTY, AND FROM PAYING TWICE FOR LABOR,  
458 SERVICES, OR MATERIALS FURNISHED FOR YOUR PROJECT.

459  
460 STEP 1 - THE NOTICE OF COMMENCEMENT.-An owner is required  
461 by law to complete, sign, and record in the public records a  
462 Notice of Commencement for all direct contracts that exceed  
463 \$2,500. The information provided in the recorded Notice of  
464 Commencement is relied upon by all parties who provide labor,



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465 services, or materials for your project. A copy of the statutory  
466 Notice of Commencement form required by s. 713.13, Florida  
467 Statutes, is attached to this document.

468  
469 If a lender is financing your project, the lender will  
470 assist you in completing the Notice of Commencement and is  
471 responsible for recording it in the public records. It is  
472 critical that your Notice of Commencement be recorded after any  
473 construction loan or mortgage documents are recorded. If you are  
474 not using a lender, preparing and recording the Notice of  
475 Commencement is your responsibility. The Notice of Commencement  
476 must be recorded before commencing construction and posted on  
477 your job site. For most projects, a copy of the recorded Notice  
478 of Commencement must be submitted to the building permit  
479 authority before the first building inspection.

480  
481 STEP 2 - MONITOR THE DOCUMENTS AND NOTICES YOU RECEIVE.-  
482 Pick up your certified mail. Most lien notices are sent by  
483 certified mail and you need to know who is providing labor,  
484 services, or materials for your project. The law provides that  
485 any properly addressed notices that are returned to the sender  
486 through no fault of the sender are considered received by you on  
487 the date sent, so failing to claim certified mail only hurts  
488 you.

489  
490 If you expect to be absent for periods of time during your  
491 project, you should have an attorney or other agent in a  
492 position of trust who understands the law handle these details  
493 for you. Make sure someone is receiving your mail and taking

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494 steps to obtain the necessary lien releases before making  
495 payments to your contractor. If you receive anything that you do  
496 not understand, seek the assistance of an experienced  
497 construction law attorney.

498  
499 STEP 3 – OBTAIN SIGNED LIEN WAIVERS EACH TIME YOU MAKE A  
500 PAYMENT TO YOUR CONTRACTOR.–Each time you pay your contractor  
501 you should obtain a Waiver and Release of Lien form from the  
502 contractor AND from anyone who has served you with a Notice to  
503 Owner. Make sure that each release waives lien rights against  
504 your project for work or materials furnished through the date of  
505 the work or materials that your payment covers. This date is  
506 probably not the date you are making the payment, but a date  
507 prior to the payment date through which labor, services, or  
508 materials have been billed.

509  
510 UNDER FLORIDA LAW, YOU HAVE THE RIGHT TO WITHHOLD PAYMENTS  
511 OWED TO THE CONTRACTOR UNTIL YOU HAVE BEEN PROVIDED WITH A  
512 WRITTEN WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT OR A  
513 WRITTEN WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT SHOWING  
514 THAT THE LIENOR'S CLAIM FOR PAYMENT HAS BEEN PAID.

515  
516 There are two statutory Waiver and Release of Lien forms  
517 that you should know about. The signed Waiver and Release of  
518 Lien Upon Progress Payment should be provided to you by your  
519 contractor, a subcontractor, or a material supplier each time  
520 you make a progress payment to your contractor. The signed  
521 Waiver and Release of Lien Upon Final Payment should be  
522 submitted by your contractor, the subcontractor, or the material

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523 supplier when they are finished furnishing all work or materials  
524 for your project and have received final payment. Once you  
525 receive a final waiver from the contractor, subcontractor, or  
526 material supplier, you should not need another waiver unless  
527 they are hired to do additional work.

528  
529 STEP 4 - OBTAIN A CONTRACTOR'S FINAL PAYMENT AFFIDAVIT  
530 BEFORE YOU MAKE FINAL PAYMENT TO YOUR CONTRACTOR.-In addition to  
531 obtaining Final Waiver and Release of Lien forms from the  
532 contractor and anyone who has served you with a Notice to Owner,  
533 you should obtain a Contractor's Final Payment Affidavit before  
534 you make final payment to your contractor. This sworn affidavit  
535 should reflect that everyone who supplied labor, services, or  
536 materials on your project has been paid in full or should list  
537 those subcontractors and suppliers who are still owed money.  
538 Make sure that anyone listed as not being paid in full is paid  
539 before making final payment to your contractor. You have a right  
540 to rely on the information contained in the sworn affidavit when  
541 you make final payment to your contractor with respect to any  
542 lienor who has not sent you a Notice to Owner. If a lienor has  
543 sent you a Notice to Owner, you should obtain a Waiver and  
544 Release of Lien Upon Final Payment from that lienor.

545

546 OWNER'S ACKNOWLEDGMENT AND RECEIPT

547

548 The undersigned owner(s) of Florida real property hereby  
549 acknowledge that they are preparing to enter into a contract  
550 with \_\_\_\_\_ for the  
551 construction of real property improvements to the following

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552 described property (insert address or legal description):

553 \_\_\_\_\_

554 \_\_\_\_\_

555 ...(Signature of Property Owner).....(Date)...

556 ...(Signature of Property Owner).....(Date)...

557

558 Attached Statutory Form: Notice of Commencement

559

560 ~~(2) (a) If the contract is written, the notice must be in~~  
561 ~~the contract document. If the contract is oral or implied, the~~  
562 ~~notice must be provided in a document referencing the contract.~~

563 ~~(3) (b)~~ The failure to provide such written notice does not  
564 bar the enforcement of a lien against a person who has not been  
565 adversely affected.

566 ~~(4) (e)~~ This section may not be construed to adversely  
567 affect the lien and bond rights of lienors who are not in  
568 privity with the owner. This section does not apply when the  
569 owner is a contractor licensed under chapter 489 or is a person  
570 who created parcels or offers parcels for sale or lease in the  
571 ordinary course of business.

572 Section 3. Paragraph (c) of subsection (2) of section  
573 713.06, Florida Statutes, is amended to read:

574 713.06 Liens of persons not in privity; proper payments.-

575 (2)

576 (c) The notice must ~~may~~ be in substantially the following  
577 form and must include the information and the warning contained  
578 in the following form:

579

580 WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME

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581 UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL  
582 SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF  
583 YOU HAVE MADE PAYMENT IN FULL.

584  
585 UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID  
586 MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING  
587 TWICE.

588 TO PROTECT YOURSELF, EACH TIME YOU MAKE A PAYMENT TO THE  
589 CONTRACTOR, ASK YOUR CONTRACTOR TO PROVIDE YOU WITH A WRITTEN  
590 WAIVER AND RELEASE OF LIEN. FOR ADDITIONAL INFORMATION, REFER TO  
591 THE GENERAL STATEMENT OF OWNER'S RIGHTS AND RESPONSIBILITIES,  
592 WHICH WAS PROVIDED TO YOU BY YOUR CONTRACTOR AT THE BEGINNING OF  
593 YOUR CONSTRUCTION PROJECT. AVOID A LIEN AND PAYING TWICE, YOU  
594 MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR  
595 CONTRACTOR.

596 NOTICE TO OWNER

597  
598 To ... (Owner's name and address) ...

599  
600 The undersigned hereby informs you that he or she has furnished  
601 or is furnishing services or materials as follows:

602 ... (General description of services or materials) ... for the  
603 improvement of the real property identified as ... (property  
604 description) ... under an order given by.....

605  
606 Florida law prescribes the serving of this notice and restricts  
607 your right to make payments under your contract in accordance  
608 with Section 713.06, Florida Statutes.

609 IMPORTANT INFORMATION FOR

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610 YOUR PROTECTION

611  
 612 Under Florida's laws, those who work on your property or  
 613 provide materials and are not paid have a right to enforce their  
 614 claim for payment against your property. This claim is known as  
 615 a construction lien.

616 If your contractor fails to pay subcontractors or material  
 617 suppliers or neglects to make other legally required payments,  
 618 the people who are owed money may look to your property for  
 619 payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

620  
 621 PROTECT YOURSELF:

622 -RECOGNIZE that this Notice to Owner may result in a lien  
 623 against your property unless all those supplying a Notice to  
 624 Owner have been paid.

625 -LEARN more about the Construction Lien Law, Chapter 713,  
 626 Part I, Florida Statutes, and the meaning of this notice by  
 627 contacting an attorney or the Florida Department of Business and  
 628 Professional Regulation.

629 ... (Lienor's Signature) ...  
 630 ... (Lienor's Name) ...  
 631 ... (Lienor's Address) ...

632  
 633 Copies to: ... (Those persons listed in Section 713.06(2) (a) and  
 634 (b), Florida Statutes) ...

635  
 636 The form may be combined with a notice to contractor given under  
 637 s. 255.05 or s. 713.23 and, if so, may be entitled "NOTICE TO  
 638 OWNER/NOTICE TO CONTRACTOR."

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639 Section 4. Paragraph (d) of subsection (1) of section  
640 713.13, Florida Statutes, is amended to read:

641 713.13 Notice of commencement.—

642 (1)

643 (d) A notice of commencement must be in substantially the  
644 following form:

645  
646 Permit No..... Tax Folio No.....

647 NOTICE OF COMMENCEMENT

648 State of....

649 County of....

650  
651 The undersigned hereby gives notice that improvement will be  
652 made to certain real property, and in accordance with Chapter  
653 713, Florida Statutes, the following information is provided in  
654 this Notice of Commencement.

655 1. Description of property: ...(legal description of the  
656 property, and street address if available)....

657 2. General description of improvement:.....

658 3. Owner information:.....

659 a. Name and address:.....

660 b. Interest in property:.....

661 c. Name and address of fee simple titleholder (if other  
662 than Owner):.....

663 4.a. Contractor:...(name and address)....

664 b. Contractor's phone number:.....

665 5. Surety: ...(a copy of the payment bond is attached, if  
666 the project is bonded)....

667 a. Name and address:.....

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668           b. Phone number:.....

669           c. Amount of bond: \$.....

670           6.a. Lender: ...(name and address)....

671           b. Lender's phone number:.....

672           7.a. Persons within the State of Florida designated by

673 Owner upon whom notices or other documents may be served as

674 provided by Section 713.13(1)(a)7., Florida Statutes: ...(name

675 and address)....

676           b. Phone numbers of designated persons:.....

677           8.a. In addition to himself or herself, Owner designates

678 ..... of ..... to receive a copy of the Lienor's

679 Notice as provided in Section 713.13(1)(b), Florida Statutes.

680           b. Phone number of person or entity designated by

681 owner:.....

682           9. Expiration date of notice of commencement (the

683 expiration date is 1 year from the date of recording unless a

684 later ~~different~~ date is specified).....

685

686 WARNING TO OWNER: IF THIS NOTICE OF COMMENCEMENT WILL EXPIRE

687 BEFORE ALL WORK IS COMPLETED AND FINAL PAYMENT IS MADE, THE

688 EXPIRATION DATE MUST BE EXTENDED. ANY PAYMENTS MADE BY THE OWNER

689 AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE

690 CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION

691 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE

692 FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST

693 BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST

694 INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR

695 LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR

696 NOTICE OF COMMENCEMENT.



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Under penalty of perjury, I declare that I have read the foregoing notice of commencement and that the facts stated therein are true to the best of my knowledge and belief.

...(Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager)...

...(Signatory's Title/Office)...

The foregoing instrument was acknowledged before me this .... day of ....., ...(year)...., by ...(name of person)... as ...(type of authority,...e.g. officer, trustee, attorney in fact)... for ...(name of party on behalf of whom instrument was executed)....

...(Signature of Notary Public - State of Florida)...

...(Print, Type, or Stamp Commissioned Name of Notary Public)...

Personally Known .... OR Produced Identification ....

Type of Identification Produced.....

~~Verification pursuant to Section 92.525, Florida Statutes.~~

~~Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.~~

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726 ~~...(Signature of Natural Person Signing Above)...~~

727 Section 5. Section 713.135, Florida Statutes, is amended to  
728 read:

729 713.135 Notice of commencement and applicability of lien.-

730 (1) When a ~~any~~ person applies for a building permit, the  
731 authority issuing such permit shall:

732 (a) Require the applicant to submit the signed and dated  
733 general statement of an owner's rights and responsibilities  
734 under Florida's Construction Lien Law provided in s. 713.015 for  
735 any single-family or multifamily residential dwelling up to and  
736 including four units. A building permit application may not be  
737 processed unless the signed document is in the file.

738 (b) ~~(a)~~ Print on the face of each permit card in no less  
739 than 14-point, capitalized, boldfaced type: "WARNING TO OWNER:  
740 IF YOU FAIL YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT, YOU  
741 MAY PAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR  
742 PROPERTY. A NOTICE OF COMMENCEMENT, AND THE CONTRACTOR'S PAYMENT  
743 BOND IF THE PROJECT IS BONDED, MUST BE RECORDED AND POSTED ON  
744 THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO  
745 OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE  
746 RECORDING YOUR NOTICE OF COMMENCEMENT."

747 (c) ~~(b)~~ Make available to ~~Provide~~ the applicant and the  
748 owner of the real property upon which improvements are to be  
749 constructed copies of the general statement of an owner's rights  
750 and responsibilities under Florida's ~~with a printed statement~~  
751 ~~stating that the right, title, and interest of the person who~~  
752 ~~has contracted for the improvement may be subject to attachment~~  
753 under the Construction Lien Law, as described in s. 713.015,  
754 along with a statutory notice of commencement form. The issuing

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755 authority may make the general statement and form available in  
756 printed form or on the Internet or both. ~~The Department of~~  
757 ~~Business and Professional Regulation shall furnish, for~~  
758 ~~distribution, the statement described in this paragraph, and the~~  
759 ~~statement must be a summary of the Construction Lien Law and~~  
760 ~~must include an explanation of the provisions of the~~  
761 ~~Construction Lien Law relating to the recording, and the posting~~  
762 ~~of copies, of notices of commencement and a statement~~  
763 ~~encouraging the owner to record a notice of commencement and~~  
764 ~~post a copy of the notice of commencement in accordance with s.~~  
765 ~~713.13. The statement must also contain an explanation of the~~  
766 ~~owner's rights if a lienor fails to furnish the owner with a~~  
767 ~~notice as provided in s. 713.06(2) and an explanation of the~~  
768 ~~owner's rights as provided in s. 713.22. The authority that~~  
769 ~~issues the building permit must obtain from the Department of~~  
770 ~~Business and Professional Regulation the statement required by~~  
771 ~~this paragraph and must mail, deliver by electronic mail or~~  
772 ~~other electronic format or facsimile, or personally deliver that~~  
773 ~~statement to the owner or, in a case in which the owner is~~  
774 ~~required to personally appear to obtain the permit, provide that~~  
775 ~~statement to any owner making improvements to real property~~  
776 ~~consisting of a single or multiple family dwelling up to and~~  
777 ~~including four units. However, the failure by the authorities to~~  
778 ~~provide the summary does not subject the issuing authority to~~  
779 ~~liability.~~

780 ~~(c) In addition to providing the owner with the statement~~  
781 ~~as required by paragraph (b), inform each applicant who is not~~  
782 ~~the person whose right, title, and interest is subject to~~  
783 ~~attachment that, as a condition to the issuance of a building~~

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784 ~~permit, the applicant must promise in good faith that the~~  
785 ~~statement will be delivered to the person whose property is~~  
786 ~~subject to attachment.~~

787 ~~(d) Furnish to the applicant two or more copies of a form~~  
788 ~~of notice of commencement conforming with s. 713.13. If the~~  
789 ~~direct contract is greater than \$2,500, the applicant shall file~~  
790 ~~with the issuing authority prior to the first inspection either~~  
791 ~~a certified copy of the recorded notice of commencement or a~~  
792 ~~notarized statement that the notice of commencement has been~~  
793 ~~filed for recording, along with a copy thereof. In the absence~~  
794 ~~of the filing of a certified copy of the recorded notice of~~  
795 ~~commencement, the issuing authority or a private provider~~  
796 ~~performing inspection services may not perform or approve~~  
797 ~~subsequent inspections until the applicant files by mail,~~  
798 ~~facsimile, hand delivery, or any other means such certified copy~~  
799 ~~with the issuing authority. The certified copy of the notice of~~  
800 ~~commencement must contain the name and address of the owner, the~~  
801 ~~name and address of the contractor, and the location or address~~  
802 ~~of the property being improved. The issuing authority shall~~

803 ~~(d) Verify that the name and address of the owner, the name~~  
804 ~~of the contractor, and the location or address of the property~~  
805 ~~being improved, which are ~~is~~ contained in the certified copy of~~  
806 ~~the notice of commencement, are ~~is~~ consistent with the~~  
807 ~~information in the building permit application.~~

808 ~~(e) Provide the recording information from the official~~  
809 ~~public records in which the notice of commencement and payment~~  
810 ~~bond, if any, are recorded to any person upon request. The~~  
811 ~~issuing authority shall provide the recording information on the~~  
812 ~~certified copy of the recorded notice of commencement to any~~

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813 ~~person upon request. This subsection does not require the~~  
814 ~~recording of a notice of commencement prior to the issuance of a~~  
815 ~~building permit. If a local government requires a separate~~  
816 ~~permit or inspection for installation of temporary electrical~~  
817 ~~service or other temporary utility service, land clearing, or~~  
818 ~~other preliminary site work, such permits may be issued and such~~  
819 ~~inspections may be conducted without providing the issuing~~  
820 ~~authority with a certified copy of a recorded notice of~~  
821 ~~commencement or a notarized statement regarding a recorded~~  
822 ~~notice of commencement. This subsection does not apply to a~~  
823 ~~direct contract to repair or replace an existing heating or air-~~  
824 ~~conditioning system in an amount less than \$7,500.~~

825 ~~(f)(e) Not require that a notice of commencement be~~  
826 ~~recorded as a condition of the application for, or processing or~~  
827 ~~issuance of, a building permit. However, this paragraph does not~~  
828 ~~modify or waive the inspection requirements set forth in this~~  
829 ~~subsection.~~

830 (g) Not require that a notice of commencement be recorded  
831 or provided for those projects described in s. 713.137(2).

832 (2) An issuing authority under subsection (1) is not liable  
833 in any civil action for the failure of the person whose property  
834 is subject to attachment to receive or to be delivered the  
835 general statement of an owner's rights and responsibilities  
836 under Florida's ~~a printed statement stating that the right,~~  
837 ~~title, and interest of the person who has contracted for the~~  
838 ~~improvement may be subject to attachment under the Construction~~  
839 ~~Lien Law as provided in s. 713.015.~~

840 (3) An issuing authority under subsection (1) is not liable  
841 in any civil action for the failure to verify that a certified

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842 copy of the recorded notice of commencement has been filed in  
843 accordance with this section.

844 (4) The several boards of county commissioners, municipal  
845 councils, or other similar bodies may by ordinance or resolution  
846 establish reasonable fees for furnishing, upon request, copies  
847 of the forms and the printed statement provided in paragraph  
848 (1) (a) ~~paragraphs (1) (b) and (d)~~ in an amount not to exceed \$5  
849 to be paid by the applicant for each permit in addition to all  
850 other costs of the permit; ~~however, no forms or statement need~~  
851 ~~be furnished, mailed, or otherwise provided to, nor may such~~  
852 ~~additional fee be obtained from, applicants for permits in those~~  
853 ~~cases in which the owner of a legal or equitable interest~~  
854 ~~(including that of ownership of stock of a corporate landowner)~~  
855 ~~of the real property to be improved is engaged in the business~~  
856 ~~of construction of buildings for sale to others and intends to~~  
857 ~~make the improvements authorized by the permit on the property~~  
858 ~~and upon completion will offer the improved real property for~~  
859 ~~sale.~~

860 (5) In addition to any other information required by the  
861 authority issuing the permit, each building permit application  
862 must contain:

863 (a) The name and address of the owner of the real property;

864 (b) The name and address of the contractor;

865 (c) A description sufficient to identify the real property  
866 to be improved; and

867 (d) The number or identifying symbol assigned to the  
868 building permit by the issuing authority, which ~~number or symbol~~  
869 must be affixed to the application by the issuing authority.

870 (6) (a) In addition to any other information required by the

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871 authority issuing the permit, the building permit application  
872 must be in substantially the following form:

873  
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899

Tax Folio No.....

BUILDING PERMIT APPLICATION

Owner's Name.....  
Owner's Address.....  
Fee Simple Titleholder's Name (If other than owner).....  
Fee Simple Titleholder's Address (If other than owner).....  
City.....  
State..... Zip.....  
Contractor's Name.....  
Contractor's Address.....  
City.....  
State..... Zip.....  
Job Name.....  
Job Address.....  
City..... County.....  
Legal Description.....  
Bonding Company.....  
Bonding Company Address.....  
City..... State.....  
Architect/Engineer's Name.....  
Architect/Engineer's Address.....  
Mortgage Lender's Name.....  
Mortgage Lender's Address.....

Application is hereby made to obtain a permit to do the

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900 work and installations as indicated. I certify that no work or  
 901 installation has commenced prior to the issuance of a permit and  
 902 that all work will be performed to meet the standards of all  
 903 laws regulating construction in this jurisdiction. I understand  
 904 that a separate permit must be secured for ELECTRICAL WORK,  
 905 PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS,  
 906 TANKS, and AIR CONDITIONERS, etc.

907  
 908 OWNER'S AFFIDAVIT: I certify that all the foregoing information  
 909 is accurate and that all work will be done in compliance with  
 910 all applicable laws regulating construction and zoning.

911  
 912 WARNING TO OWNER: IF YOU FAIL ~~YOUR FAILURE~~ TO RECORD A  
 913 NOTICE OF COMMENCEMENT, YOU MAY PAY ~~RESULT IN YOUR~~  
 914 ~~PAYING~~ TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A  
 915 NOTICE OF COMMENCEMENT, AND THE CONTRACTOR'S PAYMENT  
 916 BOND IF THE PROJECT IS BONDED, MUST BE RECORDED AND  
 917 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.

918  
 919 IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR  
 920 LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR  
 921 RECORDING YOUR NOTICE OF COMMENCEMENT.

922  
 923 ... (Signature of Owner or Agent) ...

924  
 925 ... (including contractor) ...

926 STATE OF FLORIDA  
 927 COUNTY OF ....

928



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929 Sworn to (or affirmed) and subscribed before me this ....  
930 day of ....., ...(year)..., by ...(name of person making  
931 statement)....

932  
933 ...(Signature of Notary Public - State of Florida)...  
934 ...(Print, Type, or Stamp Commissioned Name of Notary Public)...

935  
936 Personally Known .... OR Produced Identification ....

937  
938 Type of Identification Produced.....  
939 ...(Signature of Contractor)...

940  
941 STATE OF FLORIDA  
942 COUNTY OF ....

943  
944 Sworn to (or affirmed) and subscribed before me this ....  
945 day of ....., ...(year)..., by ...(name of person making  
946 statement)....

947 ...(Signature of Notary Public - State of Florida)...  
948 ...(Print, Type, or Stamp Commissioned Name of Notary Public)...

949  
950 Personally Known .... OR Produced Identification ....

951  
952 Type of Identification Produced.....  
953 (Certificate of Competency Holder)

954  
955 Contractor's State Certification or Registration No.....

956  
957 Contractor's Certificate of Competency No.....

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APPLICATION APPROVED BY  
.....Permit Officer

(b) Consistent with the requirements of paragraph (a), an authority responsible for issuing building permits under this section may accept a building permit application in an electronic format, as prescribed by the authority. Building permit applications submitted to the authority electronically must contain the following additional statement in lieu of the requirement in paragraph (a) that a signed, sworn, and notarized signature of the owner or agent and the contractor be part of the owner's affidavit:

OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this building permit application is true and correct.

(c) An authority responsible for issuing building permit applications which accepts building permit applications in an electronic format shall provide public Internet access to the electronic building permit applications in a searchable format.

(7) This section applies to every municipality and county in the state which now has or hereafter may have a system of issuing building permits for the construction of improvements or for the alteration or repair of improvements on or to real property located within the geographic limits of the issuing authority.

Section 6. Section 713.137, Florida Statutes, is created to read:

713.137 Prerequisites to inspection of improvements;

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987 exceptions.-

988 (1) The authority issuing a building permit or a private  
989 provider performing inspection services may not inspect the real  
990 property being improved unless:

991 (a) The following documents have been filed with the  
992 issuing authority:

993 1.a. A certified copy of the recorded notice of  
994 commencement; or

995 b. A notarized statement that the notice of commencement  
996 has been filed for recording, along with a copy of the notice.

997 2. If the permit is for a commercial project:

998 a. A copy of the contractor's recorded payment bond; or

999 b. A notarized statement of the contractor or owner stating  
1000 that a payment bond was not required.

1001 3. A signed copy of the general statement of owner's rights  
1002 and responsibilities under Florida's Construction Lien Law, if  
1003 required by s. 713.015.

1004 (b) The information in the notice of commencement filed  
1005 with the issuing authority has been verified by the issuing  
1006 authority to be legible, complete, and consistent with the  
1007 building permit application.

1008 (2) This section does not apply to inspections of the  
1009 following improvements:

1010 (a) The installation of temporary electrical service or  
1011 other temporary utility service, land clearing, or other  
1012 preliminary site work.

1013 (b) Improvements pursuant to a direct contract in an amount  
1014 of \$5,000 or less.

1015 (c) The repair or replacement of a heating or air-

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1016 conditioning system pursuant to a direct contract in an amount  
1017 of \$7,500 or less.

1018 (d) The installation of a solar hot water system pursuant  
1019 to a direct contract in an amount of \$7,500 or less.

1020 Section 7. Section 713.16, Florida Statutes, is amended to  
1021 read:

1022 713.16 Demand for copy of contract and statements of  
1023 account; form.—

1024 (1) A copy of the contract of a lienor or owner and a  
1025 statement of the amount due or to become due if fixed or  
1026 ascertainable thereon must be furnished by any party thereto,  
1027 upon written demand of an owner or a lienor contracting with or  
1028 employed by the other party to such contract. If the owner or  
1029 lienor refuses or neglects to furnish such copy of the contract  
1030 or such statement, or willfully and falsely states the amount  
1031 due or to become due if fixed or ascertainable under such  
1032 contract, any person who suffers any detriment thereby has a  
1033 cause of action against the person refusing or neglecting to  
1034 furnish the same or willfully and falsely stating the amount due  
1035 or to become due for his or her damages sustained thereby. The  
1036 information contained in such copy or statement furnished  
1037 pursuant to such written demand is binding upon the owner or  
1038 lienor furnishing it unless actual notice of any modification is  
1039 given to the person demanding the copy or statement before such  
1040 person acts in good faith in reliance on it. The person  
1041 demanding such documents must pay for the reproduction thereof;  
1042 and, if such person fails or refuses to do so, he or she is  
1043 entitled only to inspect such documents at reasonable times and  
1044 places.

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1045 (2) The owner may serve in writing a demand of any lienor  
1046 for a written statement under oath of his or her account showing  
1047 the nature of the labor or services performed and to be  
1048 performed, if any, the materials furnished, the materials to be  
1049 furnished, if known, the amount paid on account to date, the  
1050 amount due, and the amount to become due, if known, as of the  
1051 date of the statement by the lienor. Any such demand to a lienor  
1052 must be served on the lienor at the address and to the attention  
1053 of any person who is designated to receive the demand in the  
1054 notice to owner served by such lienor and must include a  
1055 description of the project, including the names of the owner,  
1056 the contractor, and the lienor's customer, as set forth in the  
1057 lienor's notice to owner, sufficient for the lienor to properly  
1058 identify the account in question. The failure or refusal to  
1059 furnish the statement does not deprive the lienor of his or her  
1060 lien if the demand is not served at the address of the lienor or  
1061 directed to the attention of the person designated to receive  
1062 the demand in the notice to owner. The failure or refusal to  
1063 furnish the statement under oath within 30 days after the  
1064 demand, or the furnishing of a false or fraudulent statement,  
1065 deprives the person so failing or refusing to furnish such  
1066 statement of his or her lien. If the owner serves more than one  
1067 demand for statement of account on a lienor and none of the  
1068 information regarding the account has changed since the lienor's  
1069 last response to a demand, the failure or refusal to furnish  
1070 such statement does not deprive the lienor of his or her lien.  
1071 The negligent inclusion or omission of any information deprives  
1072 the person of his or her lien to the extent the owner can  
1073 demonstrate prejudice from such act or omission by the lienor.

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1074 The failure to furnish a response to a demand for statement of  
1075 account does not affect the validity of any claim of lien being  
1076 enforced through a foreclosure case filed prior to the date the  
1077 demand for statement is received by the lienor.

1078 (3) A request for sworn statement of account must be in  
1079 substantially the following form:

1080 REQUEST FOR SWORN STATEMENT OF ACCOUNT

1081  
1082 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT, SIGNED  
1083 UNDER OATH, WITHIN 30 DAYS OR THE FURNISHING OF A FALSE  
1084 STATEMENT WILL RESULT IN THE LOSS OF YOUR LIEN.

1085  
1086 To: ...(Lienor's name and address)...

1087  
1088 The undersigned hereby demands a written statement under oath of  
1089 his or her account showing the nature of the labor or services  
1090 performed and to be performed, if any, the materials furnished,  
1091 the materials to be furnished, if known, the amount paid on  
1092 account to date, the amount due, and the amount to become due,  
1093 if known, as of the date of the statement for the improvement of  
1094 real property identified as .....(property description).....

1095 Name of contractor: .....

1096 Name of the lienor's customer (as specified in the lienor's  
1097 Notice to Owner, if such notice has been served): .....

1098 .....(signature and address of owner)...

1099 .....(date of request for sworn statement of account).....

1100 (4) When a contractor has furnished a payment bond pursuant  
1101 to s. 713.23, he or she may, when an owner makes any payment to  
1102 the contractor or directly to a lienor, serve a written demand

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1103 on any other lienor for a written statement under oath of his or  
1104 her account showing the nature of the labor or services  
1105 performed and to be performed, if any, the materials furnished,  
1106 the materials to be furnished, if known, the amount paid on  
1107 account to date, the amount due, and the amount to become due,  
1108 if known, as of the date of the statement by the lienor. Any  
1109 such demand to a lienor must be served on the lienor at the  
1110 address and to the attention of any person who is designated to  
1111 receive the demand in the notice to contractor served by such  
1112 lienor. The demand must include a description of the project,  
1113 the names of the owner, the contractor, and the lienor's  
1114 customer, as set forth in the lienor's notice to contractor,  
1115 sufficient for the lienor to properly identify the account in  
1116 question. The failure or refusal to furnish the statement does  
1117 not deprive the lienor of his or her rights under the bond if  
1118 the demand is not served at the address of the lienor or  
1119 directed to the attention of the person designated to receive  
1120 the demand in the notice to contractor. The failure to furnish  
1121 the statement within 30 days after the demand, or the furnishing  
1122 of a false or fraudulent statement, deprives the person who  
1123 fails to furnish the statement, or who furnishes the false or  
1124 fraudulent statement, of his or her rights under the bond. If  
1125 the contractor serves more than one demand for statement of  
1126 account on a lienor and none of the information regarding the  
1127 account has changed since the lienor's last response to a  
1128 demand, the failure or refusal to furnish such statement does  
1129 not deprive the lienor of his or her rights under the bond. The  
1130 negligent inclusion or omission of any information deprives the  
1131 person of his or her rights under the bond to the extent the

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1132 contractor can demonstrate prejudice from such act or omission  
1133 by the lienor. The failure to furnish a response to a demand for  
1134 statement of account does not affect the validity of any claim  
1135 on the bond being enforced in a lawsuit filed prior to the date  
1136 the demand for statement of account is received by the lienor.

1137 (5) (a) Any lienor who submits or mails ~~has recorded~~ a claim  
1138 of lien to the clerk for recording may make written demand on  
1139 the owner for a written statement under oath showing:

1140 1. The amount of the direct contract under which the lien  
1141 was recorded;

1142 2. The dates and amounts paid or to be paid by or on behalf  
1143 of the owner for all improvements described in the direct  
1144 contract;

1145 3. The reasonable estimated costs of completing the direct  
1146 contract under which the lien was claimed pursuant to the scope  
1147 of the direct contract; and

1148 4. If known, the actual cost of completion.

1149 (b) Any owner who does not provide the statement within 30  
1150 days after demand, or who provides a false or fraudulent  
1151 statement, is not a prevailing party for purposes of an award of  
1152 attorney's fees under s. 713.29. The written demand must include  
1153 the following warning in conspicuous type in substantially the  
1154 following form:

1155 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT  
1156 WITHIN 30 DAYS OR THE FURNISHING OF A FALSE STATEMENT WILL  
1157 RESULT IN THE LOSS OF YOUR RIGHT TO RECOVER ATTORNEY FEES IN ANY  
1158 ACTION TO ENFORCE THE CLAIM OF LIEN OF THE PERSON REQUESTING  
1159 THIS STATEMENT.

1160 (6) Any written demand served on the owner must include a



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1161 description of the project, the names of the contractor and the  
 1162 lienor's customer, as set forth in the lienor's notice to owner,  
 1163 sufficient for the owner to properly identify the project in  
 1164 question.

1165 (7)~~(6)~~ For purposes of this section, the term "information"  
 1166 means the nature and quantity of the labor, services, and  
 1167 materials furnished or to be furnished by a lienor and the  
 1168 amount paid, the amount due, and the amount to become due on the  
 1169 lienor's account.

1170 Section 8. Section 713.18, Florida Statutes, is amended to  
 1171 read:

1172 713.18 Manner of serving notices and other instruments.—

1173 (1) Service of notices, claims of lien, affidavits,  
 1174 assignments, and other instruments permitted or required under  
 1175 this part, or copies thereof when so permitted or required,  
 1176 unless otherwise specifically provided in this part, must be  
 1177 made by one of the following methods:

1178 (a) By actual delivery to the person to be served; if a  
 1179 partnership, to one of the partners; if a corporation, to an  
 1180 officer, director, managing agent, or business agent; or, if a  
 1181 limited liability company, to a member or manager.

1182 (b) By sending the same by common carrier delivery service  
 1183 or by registered, global express guaranteed, or certified mail,  
 1184 with postage or shipping paid by the sender prepaid, and ~~or by~~  
 1185 ~~overnight or second-day delivery~~ with evidence of delivery,  
 1186 which may be in an electronic format.

1187 (c) ~~If the method specified in paragraph (a) or paragraph~~  
 1188 ~~(b) cannot be accomplished,~~ By posting on the site of the  
 1189 improvement if service as provided by paragraph (a) or paragraph

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1190 (b) cannot be accomplished ~~premises.~~

1191 (2) Notwithstanding subsection (1), service of ~~if~~ a notice  
1192 to owner, a notice to contractor under s. 713.23, or a  
1193 preliminary notice under s. 255.05 is ~~mailed by registered or~~  
1194 ~~certified mail with postage prepaid to the person to be served~~  
1195 ~~at any of the addresses set forth in subsection (3) within 40~~  
1196 ~~days after the date the lienor first furnishes labor, services,~~  
1197 ~~or materials, service of that notice is~~ effective as of the date  
1198 of mailing if:

1199 (a) The notice is mailed by registered, global express  
1200 guaranteed, or certified mail, with postage prepaid, to the  
1201 person to be served at any of the addresses set forth in  
1202 subsection (3);

1203 (b) The notice is mailed within 40 days after the date the  
1204 lienor first furnishes labor, services, or materials; and

1205 (c)1. The person who served the notice maintains a  
1206 registered or certified mail log that shows the registered or  
1207 certified mail number issued by the United States Postal  
1208 Service, the name and address of the person served, and the date  
1209 stamp of the United States Postal Service confirming the date of  
1210 mailing; or ~~if~~

1211 2. The person who served the notice maintains electronic  
1212 tracking records generated through use of the United States  
1213 Postal Service Confirm service or a similar service containing  
1214 the postal tracking number, the name and address of the person  
1215 served, and verification of the date of receipt by the United  
1216 States Postal Service.

1217 (3) (a) Service of ~~if~~ an instrument ~~served~~ pursuant to this  
1218 section is effective on the date of mailing if the instrument:

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1219 1. Is sent to the last address shown in the notice of  
1220 commencement or any amendment thereto or, in the absence of a  
1221 notice of commencement, to the last address shown in the  
1222 building permit application, or to the last known address of the  
1223 person to be served; ~~and, is not received, but~~

1224 2. Is returned as being "refused," "moved, not  
1225 forwardable," or "unclaimed," or is otherwise not delivered or  
1226 deliverable through no fault of the person serving the item,  
1227 ~~then service is effective on the date the instrument was sent.~~

1228 (b) If the address shown in the notice of commencement or  
1229 any amendment to the notice, or, in the absence of a notice of  
1230 commencement, in the building permit application, is incomplete  
1231 for purposes of mailing or delivery, the person serving the item  
1232 may complete the address and properly format it according to  
1233 United States Postal Service addressing standards using  
1234 information obtained from the property appraiser or another  
1235 public record or directory without affecting the validity of  
1236 service under this section.

1237 (4) A notice served by a lienor on one owner or one partner  
1238 of a partnership owning the real property ~~If the real property~~  
1239 ~~is owned by more than one person or a partnership, a lienor may~~  
1240 ~~serve any notices or other papers under this part on any one of~~  
1241 ~~such owners or partners, and such notice is deemed notice to all~~  
1242 owners and partners.

1243 Section 9. Section 713.22, Florida Statutes, is amended to  
1244 read:

1245 713.22 Duration of lien.—

1246 (1) A ~~No~~ lien provided by this part does not ~~shall~~ continue  
1247 for a longer period than 1 year after the claim of lien has been

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1248 recorded or 1 year after the recording of an amended claim of  
 1249 lien that shows a later date of final furnishing of labor,  
 1250 services, or materials, unless within that time an action to  
 1251 enforce the lien is commenced in a court of competent  
 1252 jurisdiction. A lien that has been continued beyond the 1-year  
 1253 period ~~The continuation of the lien effected~~ by the commencement  
 1254 of an ~~the~~ action is ~~shall~~ not enforceable ~~be good~~ against  
 1255 creditors or subsequent purchasers for a valuable consideration  
 1256 and without notice, unless a notice of lis pendens is recorded.

1257 (2) An owner or the owner's ~~agent or~~ attorney may elect to  
 1258 shorten the time prescribed in subsection (1) within which to  
 1259 commence an action to enforce any claim of lien or claim against  
 1260 a bond or other security under s. 713.23 or s. 713.24 by  
 1261 recording in the clerk's office a notice in substantially the  
 1262 following form:

1263 NOTICE OF CONTEST OF LIEN

1264 To: ...(Name and address of lienor)...

1265 You are notified that the undersigned contests the claim of lien  
 1266 filed by you on ....., ...(year)..., and recorded in .... Book  
 1267 ....., Page ....., of the public records of .... County, Florida,  
 1268 and that the time within which you may file suit to enforce your  
 1269 lien is limited to 60 days from the date of service of this  
 1270 notice. This .... day of ....., ...(year).....

1271 Signed: ...(Owner or Attorney)...

1272  
 1273 The lien of any lienor upon whom such notice is served and who  
 1274 fails to institute a suit to enforce his or her lien within 60  
 1275 days after service of such notice shall be extinguished  
 1276 automatically. The owner or the owner's attorney ~~clerk~~ shall

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1277 serve ~~mail~~ a copy of the notice of contest to the lien claimant  
1278 at the address shown in the claim of lien or most recent  
1279 amendment thereto and shall certify to such service on the face  
1280 of such notice and record the notice. ~~Service shall be deemed~~  
1281 ~~complete upon mailing.~~

1282 Section 10. Paragraphs (c), (d), and (e) of subsection (1)  
1283 and subsections (2) and (4) of section 713.23, Florida Statutes,  
1284 are amended to read:

1285 713.23 Payment bond.—

1286 (1)

1287 (c) Either before beginning or within 45 days after  
1288 beginning to furnish labor, materials, or supplies, a lienor who  
1289 is not in privity with the contractor, except a laborer, shall  
1290 serve the contractor with notice in writing that the lienor will  
1291 look to the contractor's bond for protection on the work. If a  
1292 notice of commencement is not recorded, or a reference to the  
1293 bond is not given in the notice of commencement, and in either  
1294 case if the lienor not in privity with the contractor is not  
1295 otherwise notified in writing of the existence of the bond, the  
1296 lienor not in privity with the contractor shall have 45 days  
1297 from the date the lienor is notified of the existence of the  
1298 bond within which to serve the notice. The notice must ~~may~~ be in  
1299 substantially the following form:

1300

1301 NOTICE TO CONTRACTOR

1302

1303 To ... (name and address of contractor) ...

1304

1305 This notice is to inform you that the lienor identified below

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1306 intends to look to the contractor's bond to secure payment for  
 1307 the furnishing of materials or services for the improvement of  
 1308 real property. These materials or services have been furnished  
 1309 or are being furnished to: ...(property description)..., which  
 1310 is owned by: ...(owner's name and address).... A general  
 1311 description of the materials or services is as follows:  
 1312 ...(general description of materials or services).... The  
 1313 materials or services were ordered by: ...(lienor's  
 1314 customer)....

1315  
 1316 ...(name of lienor)...  
 1317 ...(signature of lienor or lienor's  
 1318 representative).....(date)...  
 1319 ...(lienor's address)...

1320  
 1321 ~~The undersigned notifies you that he or she has furnished or is~~  
 1322 ~~furnishing ...(services or materials)... for the improvement of~~  
 1323 ~~the real property identified as ...(property description)...~~  
 1324 ~~owned by ...(owner's name and address)... under an order given~~  
 1325 ~~by .... and that the undersigned will look to the contractor's~~  
 1326 ~~bond for protection on the work.~~

1327  
 1328 ~~...(Lienor's signature and address)...~~

1329  
 1330 (d) In addition, a lienor is required, as a condition  
 1331 precedent to recovery under the bond, to serve a written notice  
 1332 of nonpayment to the contractor and the surety ~~not later than 90~~  
 1333 ~~days after the final furnishing of labor, services, or materials~~  
 1334 by the lienor. The notice of nonpayment must state, as of the

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1335 date of the notice, the nature of the labor or services  
1336 performed and to be performed, if any; the materials furnished;  
1337 the materials to be furnished, if known; the amount paid on  
1338 account to date; the amount due; the amount to become due, if  
1339 known; and the date that the notice to contractor, if any, was  
1340 served on the contractor. Any notice of nonpayment served by a  
1341 lienor who is not in privity with the contractor which includes  
1342 sums for retainage must specify the portion of the amount  
1343 claimed for retainage. The notice of nonpayment shall be a sworn  
1344 statement and may be served at any time during the progress of  
1345 the work or thereafter, but not later than 90 days after the  
1346 final furnishing of the labor, services, or materials by the  
1347 lienor or, with respect to rental equipment, not later than 90  
1348 days after the date that the rental equipment was last on the  
1349 job site available for use. This ~~A-written~~ notice satisfies the  
1350 ~~this~~ condition precedent with respect to the payment described  
1351 in the notice of nonpayment, including unpaid finance charges  
1352 due under the lienor's contract, and with respect to any other  
1353 payments which become due to the lienor after the date of the  
1354 notice of nonpayment. The time period for serving a written  
1355 notice of nonpayment shall be measured from the last day of  
1356 furnishing labor, services, or materials by the lienor and shall  
1357 not be measured by other standards, such as the issuance of a  
1358 certificate of occupancy or the issuance of a certificate of  
1359 substantial completion. The failure of a lienor to receive  
1360 retainage sums not in excess of 10 percent of the value of  
1361 labor, services, or materials furnished by the lienor is not  
1362 considered a nonpayment requiring the service of the notice  
1363 provided under this paragraph. The notice under this paragraph

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1364 must ~~may~~ be in substantially the following form:

1365 NOTICE OF NONPAYMENT

1366 To: ... (name and address of contractor)...

1367 ... (name and address of surety)...

1368

1369 This notice is to inform you that, as of the date of this  
1370 notice, the lienor identified below has not been fully paid for  
1371 furnishing labor, services, or materials for an improvement to  
1372 real property. The labor, services, or materials have been  
1373 furnished to: ... (property description)..., which is owned by:  
1374 ... (owner's name and address).... A general description of the  
1375 labor, services, or materials is as follows: ... (general  
1376 description of labor, services, or materials).... The labor,  
1377 services, or materials were ordered by: ... (lienor's  
1378 customer)....

1379

1380 The amount paid by ... (lienor's customer)... as of the date of  
1381 this notice for the labor, services, or materials is: \$..... The  
1382 total amount currently due and unpaid is \$....., with \$..... of  
1383 that amount attributable to retainage.

1384

1385 You are further notified that the lienor identified below  
1386 expects to furnish additional labor, services, or materials for  
1387 the improvement ordered by the same customer. A general  
1388 description of the additional labor, services, or materials is  
1389 as follows: ... (general description of labor, services, or  
1390 materials).... The additional amount expected to become due is:  
1391 \$.....

1392



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1393 If applicable, a notice to contractor pursuant to section  
 1394 713.23(1)(c), Florida Statutes, was served on ...(name of  
 1395 contractor)... on ...(date)....

1396  
 1397 ...(name of lienor)...  
 1398 ...(signature of lienor or lienor's  
 1399 representative).....(date)...  
 1400 ...(lienor's address)...

1401  
 1402 Sworn to (or affirmed) and subscribed before me this .... day of  
 1403 .... ,(year).., by ...(name of person making statement)....  
 1404 ...(Signature of Notary Public..... (Print, Type, or Stamp  
 1405 Commissioned Name of Notary Public)...

1406  
 1407 Personally Known .... OR Produced ..... as identification.

1408 ~~To ...(name of contractor and address)...~~

1409  
 1410 ~~...(name of surety and address)...~~

1411  
 1412 ~~The undersigned notifies you that he or she has furnished~~  
 1413 ~~...(describe labor, services, or materials)... for the~~  
 1414 ~~improvement of the real property identified as ...(property~~  
 1415 ~~description).... The amount now due and unpaid is \$.....~~

1416  
 1417 ~~...(signature and address of lienor)...~~

1418  
 1419 (e) An ~~No~~ action for the labor or materials or supplies may  
 1420 not be instituted or prosecuted against the contractor or surety  
 1421 unless both notices have been given, if required by this

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1422 section. ~~An~~ ~~No~~ action may not ~~shall~~ be instituted or prosecuted  
 1423 against the contractor or against the surety on the bond under  
 1424 this section after 1 year from the performance of the labor or  
 1425 completion of delivery of the materials and supplies. The time  
 1426 period for bringing an action against the contractor or surety  
 1427 on the bond shall be measured from the last day of furnishing  
 1428 labor, services, or materials by the lienor. The time period may  
 1429 ~~and shall~~ not be measured by other standards, such as the  
 1430 issuance of a certificate of occupancy or the issuance of a  
 1431 certificate of substantial completion. A contractor or the  
 1432 contractor's ~~agent or~~ attorney may elect to shorten the  
 1433 ~~prescribed~~ time within which an action to enforce any claim  
 1434 against a payment bond ~~provided~~ under this section or s. 713.245  
 1435 must ~~may~~ be commenced at any time after a notice of nonpayment,  
 1436 if required, has been served for the claim by recording in the  
 1437 clerk's office a notice in substantially the following form:

NOTICE OF CONTEST OF CLAIM  
 AGAINST PAYMENT BOND

To: ...(Name and address of lienor)...

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 from the date of  
 service of this notice.

DATED on ....., .....

Signed: ...(Contractor or Attorney)...

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1451 The claim of any lienor upon whom the notice is served and who  
 1452 fails to institute a suit to enforce his or her claim against  
 1453 the payment bond within 60 days after service of the notice  
 1454 shall be extinguished automatically. The contractor or the  
 1455 contractor's attorney ~~clerk~~ shall serve ~~mail~~ a copy of the  
 1456 notice of contest to the lienor at the address shown in the  
 1457 notice of nonpayment or most recent amendment thereto and shall  
 1458 certify to such service on the face of the notice and record the  
 1459 notice. ~~Service is complete upon mailing.~~

1460 (2) The bond shall secure every lien under the direct  
 1461 contract accruing subsequent to its execution and delivery,  
 1462 except that of the contractor. Every claim of lien, except that  
 1463 of the contractor, filed subsequent to execution and delivery of  
 1464 the bond shall be transferred to it with the same effect as  
 1465 liens transferred under s. 713.24. Record notice of the transfer  
 1466 shall be effected by the contractor, or any person having an  
 1467 interest in the property against which the claim of lien has  
 1468 been asserted, by recording in the clerk's office a notice in  
 1469 substantially the following form:

1470 NOTICE OF BOND

1471  
 1472 To ... (Name and Address of Lienor) ...

1473  
 1474 You are notified that the claim of lien filed by you on .....,  
 1475 ....., and recorded in Official Records Book .... at page .... of  
 1476 the public records of .... County, Florida, is secured by a  
 1477 bond, a copy being attached.

1478  
 1479 Signed: ... (Name of person recording notice) ...

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1480

1481 The notice shall be verified. The person recording the notice of  
1482 bond clerk shall serve mail a copy of the notice along with a  
1483 copy of the bond to the lienor at the address shown in the claim  
1484 of lien, or the most recent amendment to it; shall certify to  
1485 the service on the face of the notice; and shall record the  
1486 notice. ~~The clerk shall receive the same fee as prescribed in s.~~  
1487 ~~713.24(1) for certifying to a transfer of lien.~~

1488 (4) The provisions of s. 713.24(3) ~~shall~~ apply to bonds  
1489 under this section.

1490 Section 11. This act shall take effect October 1, 2011.