



214198

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
02/13/2012	.	
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The Committee on Judiciary (Braynon) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Subsections (2) and (5) of section 95.11,
Florida Statutes, are amended to read:

95.11 Limitations other than for the recovery of real
property.—Actions other than for recovery of real property shall
be commenced as follows:

(2) WITHIN FIVE YEARS.—

(a) An action on a judgment or decree of any court, not of
record, of this state or any court of the United States, any
other state or territory in the United States, or a foreign



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14 country.

15 (b) A legal or equitable action on a contract, obligation,
16 or liability founded on a written instrument, except for an
17 action to enforce a claim against a payment bond, ~~which shall be~~
18 governed by the applicable provisions of s. ss. 255.05(10), s.
19 337.18(1), or s. and 713.23(1) (e).

20 (c) An action to foreclose a mortgage.

21 (d) An action alleging a willful violation of s. 448.110.

22 (e) Notwithstanding paragraph (b), an action for breach of
23 a property insurance contract, with the period running from the
24 date of loss.

25 (5) WITHIN ONE YEAR.—

26 (a) An action for specific performance of a contract.

27 (b) An action to enforce an equitable lien arising from the
28 furnishing of labor, services, or material for the improvement
29 of real property.

30 (c) An action to enforce rights under the Uniform
31 Commercial Code—Letters of Credit, chapter 675.

32 (d) An action against any guaranty association and its
33 insured, with the period running from the date of the deadline
34 for filing claims in the order of liquidation.

35 ~~(e) An action to enforce any claim against a payment bond~~
36 ~~on which the principal is a contractor, subcontractor, or sub-~~
37 ~~subcontractor as defined in s. 713.01, for private work as well~~
38 ~~as public work, from the last furnishing of labor, services, or~~
39 ~~materials or from the last furnishing of labor, services, or~~
40 ~~materials by the contractor if the contractor is the principal~~
41 ~~on a bond on the same construction project, whichever is later.~~

42 (e)-(f) Except for actions described in subsection (8), a



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43 petition for extraordinary writ, other than a petition
44 challenging a criminal conviction, filed by or on behalf of a
45 prisoner as defined in s. 57.085.

46 (f)~~(g)~~ Except for actions described in subsection (8), an
47 action brought by or on behalf of a prisoner, as defined in s.
48 57.085, relating to the conditions of the prisoner's
49 confinement.

50 Section 2. Section 255.05, Florida Statutes, is amended to
51 read:

52 255.05 Bond of contractor constructing public buildings;
53 form; action by claimants ~~materialmen~~.

54 (1) (a) A ~~Any~~ person entering into a formal contract with
55 the state or any county, city, or political subdivision thereof,
56 or other public authority or private entity, for the
57 construction of a public building, for the prosecution and
58 completion of a public work, or for repairs upon a public
59 building or public work shall be required, before commencing the
60 work or before recommencing the work after a default or
61 abandonment, to execute, deliver to the public owner, and record
62 in the public records of the county where the improvement is
63 located, a payment and performance bond with a surety insurer
64 authorized to do business in this state as surety. A public
65 entity may not require a contractor to secure a surety bond
66 under this section from a specific agent or bonding company. The
67 bond must state on its front page: the name, principal business
68 address, and phone number of the contractor, the surety, the
69 owner of the property being improved, and, if different from the
70 owner, the contracting public entity; the contract number
71 assigned by the contracting public entity; the bond number



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72 assigned by the surety; and a description of the project
73 sufficient to identify it, such as a legal description or the
74 street address of the property being improved, and a general
75 description of the improvement. The ~~Such~~ bond shall be
76 conditioned upon the contractor's performance of the
77 construction work in the time and manner prescribed in the
78 contract and promptly making payments to all persons defined in
79 s. 713.01 who furnish labor, services, or materials for the
80 prosecution of the work provided for in the contract. A ~~Any~~
81 claimant may apply to the governmental entity having charge of
82 the work for copies of the contract and bond and shall thereupon
83 be furnished with a certified copy of the contract and bond. The
84 claimant has ~~shall have~~ a right of action against the contractor
85 and surety for the amount due him or her, including unpaid
86 finance charges due under the claimant's contract. Such action
87 may ~~shall~~ not involve the public authority in any expense. When
88 the ~~such~~ work is done for the state and the contract is for
89 \$100,000 or less, no payment and performance bond shall be
90 required. At the discretion of the official or board awarding
91 such contract when such work is done for any county, city,
92 political subdivision, or public authority, a ~~any~~ person
93 entering into such a contract that ~~which~~ is for \$200,000 or less
94 may be exempted from executing the payment and performance bond.
95 When such work is done for the state, the Secretary of
96 Management Services may delegate to state agencies the authority
97 to exempt any person entering into such a contract amounting to
98 more than \$100,000 but less than \$200,000 from executing the
99 payment and performance bond. If an ~~In the event such~~ exemption
100 is granted, the officer or officials is ~~shall~~ not be personally



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101 liable to persons suffering loss because of granting such
102 exemption. The Department of Management Services shall maintain
103 information on the number of requests by state agencies for
104 delegation of authority to waive the bond requirements by agency
105 and project number and whether any request for delegation was
106 denied and the justification for the denial. Any provision in a
107 payment bond furnished for public work contracts as provided by
108 this subsection which further restricts the classes of persons
109 ~~as defined in s. 713.01~~ protected by the bond, which restricts
110 ~~or~~ the venue of any proceeding relating to such bond, which
111 limits or expands the effective duration of the bond, or which
112 adds conditions precedent to the enforcement of a claim against
113 the bond beyond those provided in this section is unenforceable.

114 (b) The Department of Management Services shall adopt rules
115 with respect to all contracts for \$200,000 or less, to provide:

116 1. Procedures for retaining up to 10 percent of each
117 request for payment submitted by a contractor and procedures for
118 determining disbursements from the amount retained on a pro rata
119 basis to laborers, materialmen, and subcontractors, as defined
120 in s. 713.01.

121 2. Procedures for requiring certification from laborers,
122 materialmen, and subcontractors, as defined in s. 713.01, before
123 ~~prior to~~ final payment to the contractor that such laborers,
124 materialmen, and subcontractors have no claims against the
125 contractor resulting from the completion of the work provided
126 for in the contract.

127
128 The state is ~~shall~~ not ~~be held~~ liable to any laborer,
129 materialman, or subcontractor for any amounts greater than the



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130 pro rata share as determined under this section.

131 (c)1. The amount of the bond shall equal the contract
132 price, except that for a contract in excess of \$250 million, if
133 the state, county, municipality, political subdivision, or other
134 public entity finds that a bond in the amount of the contract
135 price is not reasonably available, the public owner shall set
136 the amount of the bond at the largest amount reasonably
137 available, but not less than \$250 million.

138 2. For construction-management or design-build contracts,
139 if the public owner does not include in the bond amount the cost
140 of design or other nonconstruction services, the bond may not be
141 conditioned on performance of such services or payment to
142 persons furnishing such services. Notwithstanding paragraph (a),
143 such a bond may exclude persons furnishing such services from
144 the classes of persons protected by the bond.

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

152
153 NOTICE OF CONTEST OF CLAIM
154 AGAINST PAYMENT BOND
155

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

157
158 You are notified that the undersigned contests your notice



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159 of nonpayment, dated,, and served on the
160 undersigned on,, and that the time within
161 which you may file suit to enforce your claim is limited to 60
162 days after the date of service of this notice.

163
164 DATED on,

165
166 Signed: ...(Contractor or Attorney)...

167
168 The claim of a ~~any~~ claimant upon whom such notice is served and
169 who fails to institute a suit to enforce his or her claim
170 against the payment bond within 60 days after service of such
171 notice shall be extinguished automatically. The contractor or
172 the contractor's attorney ~~clerk~~ shall mail a copy of the notice
173 of contest to the claimant at the address shown in the notice of
174 nonpayment or most recent amendment thereto and shall certify to
175 such service on the face of the ~~such~~ notice and record the
176 notice. ~~Service is complete upon mailing.~~

177 2. A claimant, except a laborer, who is not in privity with
178 the contractor shall, before commencing or not later than 45
179 days after commencing to furnish labor, services, or materials
180 for the prosecution of the work, furnish the contractor with a
181 written notice that he or she intends to look to the bond for
182 protection. A claimant who is not in privity with the contractor
183 and who has not received payment for his or her labor, services,
184 or materials shall deliver to the contractor and to the surety
185 written notice of the performance of the labor or delivery of
186 the materials or supplies and of the nonpayment. The notice of
187 nonpayment shall ~~may~~ be served ~~at any time~~ during the progress



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188 of the work or thereafter but may not be served earlier than
189 ~~before~~ 45 days after the first furnishing of labor, services, or
190 materials or, and not later than 90 days after the final
191 furnishing of the labor, services, or materials by the claimant
192 or, with respect to rental equipment, not later than 90 days
193 after the date that the rental equipment was last on the job
194 site available for use. Any notice of nonpayment served by a
195 claimant who is not in privity with the contractor which
196 includes sums for retainage must specify the portion of the
197 amount claimed for retainage. An ~~Ne~~ action for the labor,
198 materials, or supplies may not be instituted against the
199 contractor or the surety unless the notice to the contractor and
200 notice of nonpayment have been served, if required by this
201 section both notices have been given. If the payment bond is not
202 recorded before commencement of construction, the time period
203 for the claimant to serve the required notices may at the option
204 of the claimant be calculated from the dates specified in this
205 section or from the date the claimant is served a copy of the
206 bond. However, the limitation period for commencement of an
207 action on the bond as established in subsection (10) may not be
208 expanded. Notices required or permitted under this section shall
209 ~~may~~ be served in accordance with s. 713.18. A claimant may not
210 waive in advance his or her right to bring an action under the
211 bond against the surety. In any action brought to enforce a
212 claim against a payment bond under this section, the prevailing
213 party is entitled to recover a reasonable fee for the services
214 of his or her attorney for trial and appeal or for arbitration,
215 in an amount to be determined by the court, which fee must be
216 taxed as part of the prevailing party's costs, as allowed in



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217 equitable actions. The time periods for service of a notice of
218 nonpayment or for bringing an action against a contractor or a
219 surety shall be measured from the last day of furnishing labor,
220 services, or materials by the claimant and may ~~shall~~ not be
221 measured by other standards, such as the issuance of a
222 certificate of occupancy or the issuance of a certificate of
223 substantial completion.

224 (b) When a person is required to execute a waiver of his or
225 her right to make a claim against the payment bond in exchange
226 for, or to induce payment of, a progress payment, the waiver may
227 be in substantially the following form:

228
229 WAIVER OF RIGHT TO CLAIM
230 AGAINST THE PAYMENT BOND
231 (PROGRESS PAYMENT)
232

233 The undersigned, in consideration of the sum of \$....,
234 hereby waives its right to claim against the payment bond for
235 labor, services, or materials furnished through ...(insert
236 date)... to ...(insert the name of your customer)... on the job
237 of ...(insert the name of the owner)..., for improvements to the
238 following described project:

239
240 (description of project)
241

242 This waiver does not cover any retention or any labor, services,
243 or materials furnished after the date specified.
244

245 DATED ON,



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246 ... (Claimant) ...

247 By:

248

249 (c) When a person is required to execute a waiver of his or
250 her right to make a claim against the payment bond, in exchange
251 for, or to induce payment of, the final payment, the waiver may
252 be in substantially the following form:

253

254 WAIVER OF RIGHT TO CLAIM

255 AGAINST THE PAYMENT BOND

256 (FINAL PAYMENT)

257

258 The undersigned, in consideration of the final payment in
259 the amount of \$...., hereby waives its right to claim against
260 the payment bond for labor, services, or materials furnished to
261 ...(insert the name of your customer)... on the job of
262 ...(insert the name of the owner)..., for improvements to the
263 following described project:

264

265 (description of project)

266

267 DATED ON,

268 ... (Claimant) ...

269 By:

270

271 (d) A person may not require a claimant to furnish a waiver
272 that is different from the forms in paragraphs (b) and (c).

273 (e) A claimant who executes a waiver in exchange for a
274 check may condition the waiver on payment of the check.



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275 (f) A waiver that is not substantially similar to the forms
276 in this subsection is enforceable in accordance with its terms.

277 (3) The bond required in subsection (1) may be in
278 substantially the following form:

279

280 PUBLIC CONSTRUCTION BOND

281 Bond No....(enter bond number)...

282

283 BY THIS BOND, We, as Principal and, a
284 corporation, as Surety, are bound to, herein called Owner,
285 in the sum of \$....., for payment of which we bind ourselves, our
286 heirs, personal representatives, successors, and assigns,
287 jointly and severally.

288 THE CONDITION OF THIS BOND is that if Principal:

289 1. Performs the contract dated,, between
290 Principal and Owner for construction of, the contract being
291 made a part of this bond by reference, at the times and in the
292 manner prescribed in the contract; and

293 2. Promptly makes payments to all claimants, as defined in
294 Section 255.05(1), Florida Statutes, supplying Principal with
295 labor, materials, or supplies, used directly or indirectly by
296 Principal in the prosecution of the work provided for in the
297 contract; and

298 3. Pays Owner all losses, damages, expenses, costs, and
299 attorney's fees, including appellate proceedings, that Owner
300 sustains because of a default by Principal under the contract;
301 and

302 4. Performs the guarantee of all work and materials
303 furnished under the contract for the time specified in the



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304 contract, then this bond is void; otherwise it remains in full
305 force.

306
307 Any action instituted by a claimant under this bond for payment
308 must be in accordance with the notice and time limitation
309 provisions in Section 255.05(2), Florida Statutes.

310
311 Any changes in or under the contract documents and compliance or
312 noncompliance with any formalities connected with the contract
313 or the changes does not affect Surety's obligation under this
314 bond.

315
316 DATED ON,

317
318 ... (Name of Principal) ...
319 By ... (As Attorney in Fact) ...
320 ... (Name of Surety) ...

321
322 (4) The payment bond provisions of all bonds required by
323 subsection (1) shall be construed and deemed statutory payment
324 bonds furnished pursuant to this section and such bonds shall
325 not under any circumstances be converted into common law bonds.

326 (5) In addition to the provisions of chapter 47, any action
327 authorized under this section may be brought in the county in
328 which the public building or public work is being constructed or
329 repaired. This subsection shall not apply to an action
330 instituted prior to May 17, 1977.

331 (6) All payment bond forms used by a public owner and all
332 payment bonds executed pursuant to this section by a surety



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333 shall make reference to this section by number and shall contain
334 reference to the notice and time limitation provisions in
335 subsection (2).

336 (7) In lieu of the bond required by this section, a
337 contractor may file with the state, county, city, or other
338 political authority an alternative form of security in the form
339 of cash, a money order, a certified check, a cashier's check, an
340 irrevocable letter of credit, or a security of a type listed in
341 part II of chapter 625. Any such alternative form of security
342 shall be for the same purpose and be subject to the same
343 conditions as those applicable to the bond required by this
344 section. The determination of the value of an alternative form
345 of security shall be made by the appropriate state, county,
346 city, or other political subdivision.

347 (8) When a contractor has furnished a payment bond pursuant
348 to this section, he or she may, when the state, county,
349 municipality, political subdivision, or other public authority
350 makes any payment to the contractor or directly to a claimant,
351 serve a written demand on any claimant who is not in privity
352 with the contractor for a written statement under oath of his or
353 her account showing the nature of the labor or services
354 performed and to be performed, if any; the materials furnished;
355 the materials to be furnished, if known; the amount paid on
356 account to date; the amount due; and the amount to become due,
357 if known, as of the date of the statement by the claimant. Any
358 such demand to a claimant who is not in privity with the
359 contractor must be served on the claimant at the address and to
360 the attention of any person who is designated to receive the
361 demand in the notice to contractor served by the claimant. The



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362 failure or refusal to furnish the statement does not deprive the
363 claimant of his or her rights under the bond if the demand is
364 not served at the address of the claimant or directed to the
365 attention of the person designated to receive the demand in the
366 notice to contractor. The failure to furnish the statement
367 within 30 days after the demand, or the furnishing of a false or
368 fraudulent statement, deprives the claimant who fails to furnish
369 the statement, or who furnishes the false or fraudulent
370 statement, of his or her rights under the bond. If the
371 contractor serves more than one demand for statement of account
372 on a claimant and none of the information regarding the account
373 has changed since the claimant's last response to a demand, the
374 failure or refusal to furnish such statement does not deprive
375 the claimant of his or her rights under the bond. The negligent
376 inclusion or omission of any information deprives the claimant
377 of his or her rights under the bond to the extent that the
378 contractor can demonstrate prejudice from such act or omission
379 by the claimant. The failure to furnish a response to a demand
380 for statement of account does not affect the validity of any
381 claim on the bond being enforced in a lawsuit filed before the
382 date the demand for statement of account is received by the
383 claimant.

384 (9) On any public works project for which the public
385 authority requires a performance and payment bond, suits at law
386 and in equity may be brought and maintained by and against the
387 public authority on any contract claim arising from breach of an
388 express provision or an implied covenant of a written agreement
389 or a written directive issued by the public authority pursuant
390 to the written agreement. In any such suit, the public authority



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391 and the contractor shall have all of the same rights and
392 obligations as a private person under a like contract except
393 that no liability may be based on an oral modification of either
394 the written contract or written directive. Nothing herein shall
395 be construed to waive the sovereign immunity of the state and
396 its political subdivisions from equitable claims and equitable
397 remedies. The provisions of this subsection shall apply only to
398 contracts entered into on or after July 1, 1999.

399 (10) An action, except an action for recovery of retainage,
400 must be instituted against the contractor or the surety on the
401 payment bond or the payment provisions of a combined payment and
402 performance bond within 1 year after the performance of the
403 labor or completion of delivery of the materials or supplies. An
404 action for recovery of retainage must be instituted against the
405 contractor or the surety within 1 year after the performance of
406 the labor or completion of delivery of the materials or
407 supplies; however, such an action may not be instituted until
408 one of the following conditions is satisfied:

409 (a) The public entity has paid out the claimant's retainage
410 to the contractor, and the time provided under s. 218.735 or s.
411 255.073(3) for payment of that retainage to the claimant has
412 expired;

413 (b) The claimant has completed all work required under its
414 contract and 70 days have passed since the contractor sent its
415 final payment request to the public entity; or

416 (c) At least 160 days have passed since reaching
417 substantial completion of the construction services purchased,
418 as defined in the contract, or if not defined in the contract,
419 since reaching beneficial occupancy or use of the project.



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420 (d) The claimant has asked the contractor, in writing, for
421 any of the following information and the contractor has failed
422 to respond to the claimant's request, in writing, within 10 days
423 after receipt of the request:

424 1. Whether the project has reached substantial completion,
425 as that term is defined in the contract, or if not defined in
426 the contract, if beneficial occupancy or use of the project has
427 occurred.

428 2. Whether the contractor has received payment of the
429 claimant's retainage, and if so, the date the retainage was
430 received by the contractor.

431 3. Whether the contractor has sent its final payment
432 request to the public entity, and if so, the date on which the
433 final payment request was sent.

434
435 If none of the conditions described in paragraph (a), paragraph
436 (b), paragraph (c), or paragraph (d) is satisfied and an action
437 for recovery of retainage cannot be instituted within the 1-year
438 limitation period set forth in this subsection, this limitation
439 period shall be extended until 120 days after one of these
440 conditions is satisfied.

441 (11) When a contractor furnishes and records a payment and
442 performance bond for a public works project in accordance with
443 this section, the public authority may not condition its
444 payments to the contractor on the production of a release,
445 waiver, or like documentation from a claimant demonstrating that
446 the claimant does not have an outstanding claim against the
447 contractor, the surety, the payment bond, or the public
448 authority for payments due on labor, services, or materials



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449 furnished on the public works project.

450 Section 3. Paragraph (b) of subsection (2) of section
451 713.10, Florida Statutes, is amended to read:

452 713.10 Extent of liens.—

453 (2)

454 (b) The interest of the lessor ~~is shall~~ not ~~be~~ subject to
455 liens for improvements made by the lessee when:

456 1. The lease, or a short form or a memorandum of the lease
457 that contains the specific language in the lease prohibiting
458 such liability, is recorded in the official records of the
459 county where the premises are located before the recording of a
460 notice of commencement for improvements to the premises and the
461 terms of the lease expressly prohibit such liability; or

462 2. The terms of the lease expressly prohibit such
463 liability, and a notice advising that leases for the rental of
464 premises on a parcel of land prohibit such liability has been
465 recorded in the official records of the county in which the
466 parcel of land is located before the recording of a notice of
467 commencement for improvements to the premises, and the notice
468 includes the following:

469 a. The name of the lessor.

470 b. The legal description of the parcel of land to which the
471 notice applies.

472 c. The specific language contained in the various leases
473 prohibiting such liability.

474 d. A statement that all or a majority of the leases entered
475 into for premises on the parcel of land expressly prohibit such
476 liability.

477 3. The lessee is a mobile home owner who is leasing a



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478 mobile home lot in a mobile home park from the lessor.

479

480 A notice that is consistent with subparagraph 2. effectively
481 prohibits liens for improvements made by a lessee even if other
482 leases for premises on the parcel do not expressly prohibit
483 liens or if provisions of each lease restricting the application
484 of liens are not identical.

485 Section 4. Paragraphs (d) and (e) of subsection (1) of
486 section 713.13, Florida Statutes, are amended to read:

487 713.13 Notice of commencement.—

488 (1)

489 (d) A notice of commencement must be in substantially the
490 following form:

491

492 Permit No.....

Tax Folio No.....

493 NOTICE OF COMMENCEMENT

494 State of....

495 County of....

496

497 The undersigned hereby gives notice that improvement will be
498 made to certain real property, and in accordance with Chapter
499 713, Florida Statutes, the following information is provided in
500 this Notice of Commencement.

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

503 2. General description of improvement:.....

504 3. Owner information or Lessee information if the Lessee
505 contracted for the improvement:

506 a. Name and address:.....



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507 b. Interest in property:.....
508 c. Name and address of fee simple titleholder (if different
509 from Owner listed above):.....
510 4.a. Contractor: ...(name and address)....
511 b. Contractor's phone number:.....
512 5. Surety (if applicable, a copy of the payment bond is
513 attached):
514 a. Name and address:.....
515 b. Phone number:.....
516 c. Amount of bond: \$.....
517 6.a. Lender: ...(name and address)....
518 b. Lender's phone number:.....
519 7. Persons within the State of Florida designated by Owner
520 upon whom notices or other documents may be served as provided
521 by Section 713.13(1)(a)7., Florida Statutes:
522 a. Name and address:.....
523 b. Phone numbers of designated persons:.....
524 8.a. In addition to himself or herself, Owner designates
525 of to receive a copy of the Lienor's
526 Notice as provided in Section 713.13(1)(b), Florida Statutes.
527 b. Phone number of person or entity designated by
528 owner:.....
529 9. Expiration date of notice of commencement (the
530 expiration date ~~may not be before the completion of construction~~
531 ~~and final payment to the contractor, but~~ will be 1 year from the
532 date of recording unless a different date is specified).....
533
534 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE
535 EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER



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536 PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA
537 STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS
538 TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND
539 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU
540 INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN
541 ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF
542 COMMENCEMENT.

543
544 ~~Under penalty of perjury, I declare that I have read the~~
545 ~~foregoing notice of commencement and that the facts stated~~
546 ~~therein are true to the best of my knowledge and belief.~~

547
548 ... (Signature of Owner or Lessee, or Owner's or Lessee's
549 Authorized Officer/Director/Partner/Manager)...

550
551 ... (Signatory's Title/Office)...

552
553 The foregoing instrument was acknowledged before me this
554 day of, ...(year)..., by ...(name of person)... as ...(type
555 of authority, . . . e.g. officer, trustee, attorney in fact)...
556 for ...(name of party on behalf of whom instrument was
557 executed)....

558
559 ... (Signature of Notary Public - State of Florida)...

560
561 ... (Print, Type, or Stamp Commissioned Name of Notary Public)...

562
563 Personally Known OR Produced Identification

564



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565 Type of Identification Produced.....
566

567 (e) A copy of any payment bond must be attached at the time
568 of recordation of the notice of commencement. The failure to
569 attach a copy of the bond to the notice of commencement when the
570 notice is recorded negates the exemption provided in s.
571 713.02(6). However, if a payment bond under s. 713.23 exists but
572 was not attached at the time of recordation of the notice of
573 commencement, the bond may be used to transfer any recorded lien
574 of a lienor except that of the contractor by the recordation and
575 service of a notice of bond pursuant to s. 713.23(2). The notice
576 requirements of s. 713.23 apply to any claim against the bond;
577 however, the time limits for serving any required notices shall,
578 at the option of the lienor, be calculated from the dates begin
579 running from the later of the time specified in s. 713.23 or the
580 date the notice of bond is served on the lienor.

581 Section 5. Subsections (1) and (4) of section 713.132,
582 Florida Statutes, are amended to read:

583 713.132 Notice of termination.-

584 (1) An owner may terminate the period of effectiveness of a
585 notice of commencement by executing, swearing to, and recording
586 a notice of termination that contains:

587 (a) The same information as the notice of commencement;

588 (b) The recording office document book and page reference
589 numbers and date of the notice of commencement;

590 (c) A statement of the date as of which the notice of
591 commencement is terminated, which date may not be earlier than
592 30 days after the notice of termination is recorded;

593 (d) A statement specifying that the notice applies to all



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594 the real property subject to the notice of commencement or
595 specifying the portion of such real property to which it
596 applies;

597 (e) A statement that all lienors have been paid in full;
598 and

599 (f) A statement that the owner has, before recording the
600 notice of termination, served a copy of the notice of
601 termination on the contractor and on each lienor who has a
602 direct contract with the owner or who has served a notice to
603 owner given notice. The owner is not required to serve a copy of
604 the notice of termination on any lienor who has executed a
605 waiver and release of lien upon final payment in accordance with
606 s. 713.20.

607 (4) A notice of termination is effective to terminate the
608 notice of commencement at the later of 30 days after recording
609 of the notice of termination or the date stated in the notice of
610 termination as the date on which the notice of commencement is
611 terminated, if provided that the notice of termination has been
612 served pursuant to paragraph (1)(f) on the contractor and on
613 each lienor who has a direct contract with the owner or who has
614 served a notice to owner given notice.

615 Section 6. Section 713.16, Florida Statutes, is amended to
616 read:

617 713.16 Demand for copy of contract and statements of
618 account; form.—

619 (1) A copy of the contract of a lienor or owner and a
620 statement of the amount due or to become due if fixed or
621 ascertainable thereon must be furnished by any party thereto,
622 upon written demand of an owner or a lienor contracting with or



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623 employed by the other party to such contract. If the owner or
624 lienor refuses or neglects to furnish such copy of the contract
625 or such statement, or willfully and falsely states the amount
626 due or to become due if fixed or ascertainable under such
627 contract, any person who suffers any detriment thereby has a
628 cause of action against the person refusing or neglecting to
629 furnish the same or willfully and falsely stating the amount due
630 or to become due for his or her damages sustained thereby. The
631 information contained in such copy or statement furnished
632 pursuant to such written demand is binding upon the owner or
633 lienor furnishing it unless actual notice of any modification is
634 given to the person demanding the copy or statement before such
635 person acts in good faith in reliance on it. The person
636 demanding such documents must pay for the reproduction thereof;
637 and, if such person fails or refuses to do so, he or she is
638 entitled only to inspect such documents at reasonable times and
639 places.

640 (2) The owner may serve in writing a demand of any lienor
641 for a written statement under oath of his or her account showing
642 the nature of the labor or services performed and to be
643 performed, if any, the materials furnished, the materials to be
644 furnished, if known, the amount paid on account to date, the
645 amount due, and the amount to become due, if known, as of the
646 date of the statement by the lienor. Any such demand to a lienor
647 must be served on the lienor at the address and to the attention
648 of any person who is designated to receive the demand in the
649 notice to owner served by such lienor and must include a
650 description of the property and the names of the owner, the
651 contractor, and the lienor's customer, as set forth in the



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652 lienor's notice to owner. The failure or refusal to furnish the
653 statement does not deprive the lienor of his or her lien if the
654 demand is not served at the address of the lienor or directed to
655 the attention of the person designated to receive the demand in
656 the notice to owner. The failure or refusal to furnish the
657 statement under oath within 30 days after the demand, or the
658 furnishing of a false or fraudulent statement, deprives the
659 person so failing or refusing to furnish such statement of his
660 or her lien. If the owner serves more than one demand for
661 statement of account on a lienor and none of the information
662 regarding the account has changed since the lienor's last
663 response to a demand, the failure or refusal to furnish such
664 statement does not deprive the lienor of his or her lien. The
665 negligent inclusion or omission of any information deprives the
666 person of his or her lien to the extent the owner can
667 demonstrate prejudice from such act or omission by the lienor.
668 The failure to furnish a response to a demand for statement of
669 account does not affect the validity of any claim of lien being
670 enforced through a foreclosure case filed before ~~prior to~~ the
671 date the demand for statement is received by the lienor.

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

674
675 REQUEST FOR SWORN STATEMENT OF ACCOUNT
676

677 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT, SIGNED
678 UNDER OATH, WITHIN 30 DAYS OR THE FURNISHING OF A FALSE
679 STATEMENT WILL RESULT IN THE LOSS OF YOUR LIEN.
680



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681 To: ...(Lienor's name and address)...

682
683 The undersigned hereby demands a written statement under oath of
684 his or her account showing the nature of the labor or services
685 performed and to be performed, if any, the materials furnished,
686 the materials to be furnished, if known, the amount paid on
687 account to date, the amount due, and the amount to become due,
688 if known, as of the date of the statement for the improvement of
689 real property identified as ...(property description)....

690
691 ...(name of contractor)...

692
693 ...(name of the lienor's customer, as set forth in the
694 lienor's Notice to Owner, if such notice has been served)...

695
696
697 ...(signature and address of owner)...
698 ...(date of request for sworn statement of account)...

699
700
701 (4) When a contractor has furnished a payment bond pursuant
702 to s. 713.23, he or she may, when an owner makes any payment to
703 the contractor or directly to a lienor, serve a written demand
704 on any other lienor for a written statement under oath of his or
705 her account showing the nature of the labor or services
706 performed and to be performed, if any, the materials furnished,
707 the materials to be furnished, if known, the amount paid on
708 account to date, the amount due, and the amount to become due,
709 if known, as of the date of the statement by the lienor. Any



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710 such demand to a lienor must be served on the lienor at the
711 address and to the attention of any person who is designated to
712 receive the demand in the notice to contractor served by such
713 lienor. The demand must include a description of the property
714 and the names of the owner, the contractor, and the lienor's
715 customer, as set forth in the lienor's notice to contractor. The
716 failure or refusal to furnish the statement does not deprive the
717 lienor of his or her rights under the bond if the demand is not
718 served at the address of the lienor or directed to the attention
719 of the person designated to receive the demand in the notice to
720 contractor. The failure to furnish the statement within 30 days
721 after the demand, or the furnishing of a false or fraudulent
722 statement, deprives the person who fails to furnish the
723 statement, or who furnishes the false or fraudulent statement,
724 of his or her rights under the bond. If the contractor serves
725 more than one demand for statement of account on a lienor and
726 none of the information regarding the account has changed since
727 the lienor's last response to a demand, the failure or refusal
728 to furnish such statement does not deprive the lienor of his or
729 her rights under the bond. The negligent inclusion or omission
730 of any information deprives the person of his or her rights
731 under the bond to the extent the contractor can demonstrate
732 prejudice from such act or omission by the lienor. The failure
733 to furnish a response to a demand for statement of account does
734 not affect the validity of any claim on the bond being enforced
735 in a lawsuit filed prior to the date the demand for statement of
736 account is received by the lienor.

737 (5) (a) Any lienor who is perfecting a claim of lien ~~has~~
738 ~~recorded a claim of lien~~ may serve with the claim of lien or



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739 thereafter a ~~make~~ written demand on the owner for a written
740 statement under oath showing:

741 1. The amount of the direct contract under which the lien
742 was recorded;

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

746 3. The reasonable estimated costs of completing the direct
747 contract under which the lien was claimed pursuant to the scope
748 of the direct contract; and

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

750 (b) Any owner who does not provide the statement within 30
751 days after demand, or who provides a false or fraudulent
752 statement, is not a prevailing party for purposes of an award of
753 attorney ~~attorney's~~ fees under s. 713.29. The written demand
754 must include the following warning in conspicuous type in
755 substantially the following form:

756
757 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT WITHIN
758 30 DAYS OR THE FURNISHING OF A FALSE STATEMENT WILL RESULT IN
759 THE LOSS OF YOUR RIGHT TO RECOVER ATTORNEY FEES IN ANY ACTION TO
760 ENFORCE THE CLAIM OF LIEN OF THE PERSON REQUESTING THIS
761 STATEMENT.

762 (6) Any written demand served on the owner must include a
763 description of the property and the names of the contractor and
764 the lienor's customer, as set forth in the lienor's notice to
765 owner.

766 (7) ~~(6)~~ For purposes of this section, the term "information"
767 means the nature and quantity of the labor, services, and



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768 materials furnished or to be furnished by a lienor and the
769 amount paid, the amount due, and the amount to become due on the
770 lienor's account.

771 Section 7. Section 713.18, Florida Statutes, is amended to
772 read:

773 713.18 Manner of serving notices and other instruments.—

774 (1) Service of notices, claims of lien, affidavits,
775 assignments, and other instruments permitted or required under
776 this part, or copies thereof when so permitted or required,
777 unless otherwise specifically provided in this part, must be
778 made by one of the following methods:

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

783 (b) By common carrier delivery service or ~~sending the same~~
784 by registered, Global Express Guaranteed, or certified mail,
785 with postage or shipping paid by the sender and prepaid, or by
786 ~~overnight or second-day delivery~~ with evidence of delivery,
787 which may be in an electronic format.

788 (c) ~~If the method specified in paragraph (a) or paragraph~~
789 ~~(b) cannot be accomplished~~, By posting on the site of the
790 improvement if service as provided by paragraph (a) or paragraph
791 (b) cannot be accomplished premises.

792 (2) Notwithstanding subsection (1), service of ~~if~~ a notice
793 to owner or, a notice to contractor under s. 713.23, s. 337.18,
794 or a ~~preliminary notice~~ under s. 255.05 is mailed by registered
795 or certified mail with postage prepaid to the person to be
796 served at any of the addresses set forth in subsection (3)



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797 ~~within 40 days after the date the lienor first furnishes labor,~~
798 ~~services, or materials, service of that notice is~~ effective as
799 of the date of mailing if:

800 (a) The notice is mailed by registered, Global Express
801 Guaranteed, or certified mail, with postage prepaid, to the
802 person to be served at any of the addresses set forth in
803 subsection (3);

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

806 (c)1. The person who served the notice maintains a
807 registered or certified mail log that shows the registered or
808 certified mail number issued by the United States Postal
809 Service, the name and address of the person served, and the date
810 stamp of the United States Postal Service confirming the date of
811 mailing; or ~~if~~

812 2. The person who served the notice maintains electronic
813 tracking records generated ~~by through use of~~ the United States
814 Postal Service ~~Confirm service or a similar service~~ containing
815 the postal tracking number, the name and address of the person
816 served, and verification of the date of receipt by the United
817 States Postal Service.

818 (3) (a) ~~Service of If~~ an instrument ~~served~~ pursuant to this
819 section ~~is effective on the date of mailing the instrument if~~
820 it:

821 1. Is sent to the last address shown in the notice of
822 commencement or any amendment thereto or, in the absence of a
823 notice of commencement, to the last address shown in the
824 building permit application, or to the last known address of the
825 person to be served; and, ~~is not received, but~~



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

830 (b) If the address shown in the notice of commencement or
831 any amendment to the notice of commencement, or, in the absence
832 of a notice of commencement, in the building permit application,
833 is incomplete for purposes of mailing or delivery, the person
834 serving the item may complete the address and properly format it
835 according to United States Postal Service addressing standards
836 using information obtained from the property appraiser or
837 another public record without affecting the validity of service
838 under this section.

839 (4) A notice served by a lienor on one owner or one partner
840 of a partnership owning the real property ~~If the real property~~
841 ~~is owned by more than one person or a partnership, a lienor may~~
842 ~~serve any notices or other papers under this part on any one of~~
843 ~~such owners or partners, and such notice is deemed notice to all~~
844 owners and partners.

845 Section 8. Section 713.22, Florida Statutes, is amended to
846 read:

847 713.22 Duration of lien.—

848 (1) A ~~Ne~~ lien provided by this part does not shall continue
849 for a longer period than 1 year after the claim of lien has been
850 recorded or 1 year after the recording of an amended claim of
851 lien that shows a later date of final furnishing of labor,
852 services, or materials, unless within that time an action to
853 enforce the lien is commenced in a court of competent
854 jurisdiction. A lien that has been continued beyond the 1-year



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855 period ~~The continuation of the lien effected~~ by the commencement
856 of ~~an~~ the action ~~is shall~~ not enforceable ~~be good~~ against
857 creditors or subsequent purchasers for a valuable consideration
858 and without notice, unless a notice of lis pendens is recorded.

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

865
866 NOTICE OF CONTEST OF LIEN

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

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

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

875
876 The lien of any lienor upon whom such notice is served and who
877 fails to institute a suit to enforce his or her lien within 60
878 days after service of such notice shall be extinguished
879 automatically. The clerk shall serve, in accordance with s.
880 713.18, mail a copy of the notice of contest to the lien
881 claimant at the address shown in the claim of lien or most
882 recent amendment thereto and shall certify to such service and
883 the date of service on the face of the ~~such~~ notice and record



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884 the notice. ~~Service shall be deemed complete upon mailing.~~

885 Section 9. Paragraphs (c), (d), (e), and (f) of subsection
886 (1) and subsections (2) and (4) of section 713.23, Florida
887 Statutes, are amended to read:

888 713.23 Payment bond.—

889 (1)

890 (c) ~~Either~~ Before beginning or within 45 days after
891 beginning to furnish labor, materials, or supplies, a lienor who
892 is not in privity with the contractor, except a laborer, shall
893 serve the contractor with notice in writing that the lienor will
894 look to the contractor's bond for protection on the work. If a
895 notice of commencement with the attached bond is not recorded
896 before commencement of construction, ~~or a reference to the bond~~
897 ~~is not given in the notice of commencement~~, and in either case
898 ~~if the lienor not in privity with the contractor is not~~
899 ~~otherwise notified in writing of the existence of the bond~~, the
900 lienor not in privity with the contractor may, in the
901 alternative, elect to serve the notice to the contractor up to
902 shall have 45 days after from the date the lienor is served with
903 a copy notified of the existence of the bond ~~within which to~~
904 ~~serve the notice~~. A notice to owner pursuant to s. 713.06 which
905 has been timely served on the contractor satisfies the
906 requirements of this paragraph. In no event, however, shall the
907 limitation period for commencement of an action on the payment
908 bond as established in paragraph (e) be expanded. The notice may
909 be in substantially the following form and may be combined with
910 a notice to owner given under s. 713.06 and, if so, may be
911 entitled "NOTICE TO OWNER/NOTICE TO CONTRACTOR:

912



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941

NOTICE TO CONTRACTOR

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

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

... (general description of services or materials) ... for the improvement of the real property identified as ... (property description) ... under an order given by ... (lienor's customer)

This notice is to inform you that the undersigned intends to look to the contractor's bond to secure payment for the furnishing of materials or services for the improvement of the real property.

... (name of lienor) ...

... (signature of lienor or lienor's representative) ...

... (date) ...

... (lienor's address) ...

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



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942
943 ~~... (Lienor's signature and address) ...~~
944

945 (d) In addition, a lienor is required, as a condition
946 precedent to recovery under the bond, to serve a written notice
947 of nonpayment to the contractor and the surety not later than 90
948 days after the final furnishing of labor, services, or materials
949 by the lienor. A written notice satisfies this condition
950 precedent with respect to the payment described in the notice of
951 nonpayment, including unpaid finance charges due under the
952 lienor's contract, and with respect to any other payments which
953 become due to the lienor after the date of the notice of
954 nonpayment. The time period for serving a written notice of
955 nonpayment shall be measured from the last day of furnishing
956 labor, services, or materials by the lienor and shall not be
957 measured by other standards, such as the issuance of a
958 certificate of occupancy or the issuance of a certificate of
959 substantial completion. The failure of a lienor to receive
960 retainage sums not in excess of 10 percent of the value of
961 labor, services, or materials furnished by the lienor is not
962 considered a nonpayment requiring the service of the notice
963 provided under this paragraph. If the payment bond is not
964 recorded before commencement of construction, the time period
965 for the lienor to serve a notice of nonpayment may at the option
966 of the lienor be calculated from the date specified in this
967 section or the date the lienor is served a copy of the bond.
968 However, the limitation period for commencement of an action on
969 the payment bond as established in paragraph (e) may not be
970 expanded. The notice under this paragraph may be in



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971 substantially the following form:

972

973 NOTICE OF NONPAYMENT

974

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

976

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

978

979 The undersigned notifies you that he or she has furnished

980 ...(describe labor, services, or materials)... for the

981 improvement of the real property identified as ...(property

982 description).... The amount now due and unpaid is \$.....

983

984 ...(signature and address of lienor)...

985

986 (e) An ~~Ne~~ action for the labor or materials or supplies may

987 not be instituted or prosecuted against the contractor or surety

988 unless both notices have been given, if required by this

989 section. An ~~Ne~~ action may not ~~shall~~ be instituted or prosecuted

990 against the contractor or against the surety on the bond under

991 this section after 1 year from the performance of the labor or

992 completion of delivery of the materials and supplies. The time

993 period for bringing an action against the contractor or surety

994 on the bond shall be measured from the last day of furnishing

995 labor, services, or materials by the lienor. The time period ~~and~~

996 may ~~shall~~ not be measured by other standards, such as the

997 issuance of a certificate of occupancy or the issuance of a

998 certificate of substantial completion. A contractor or the

999 contractor's ~~agent or~~ attorney may elect to shorten the



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1000 ~~prescribed~~ time within which an action to enforce any claim
1001 against a payment bond provided under this section or s. 713.245
1002 must ~~may~~ be commenced at any time after a notice of nonpayment,
1003 if required, has been served for the claim by recording in the
1004 clerk's office a notice in substantially the following form:

1005
1006 NOTICE OF CONTEST OF CLAIM
1007 AGAINST PAYMENT BOND
1008

1009 To: ...(Name and address of lienor)...

1010 You are notified that the undersigned contests your notice
1011 of nonpayment, dated,, and served on the undersigned
1012 on,, and that the time within which you may file suit
1013 to enforce your claim is limited to 60 days from the date of
1014 service of this notice.

1015
1016 DATED on,

1017
1018 Signed: ...(Contractor or Attorney)...

1019
1020 The claim of any lienor upon whom the notice is served and who
1021 fails to institute a suit to enforce his or her claim against
1022 the payment bond within 60 days after service of the notice
1023 shall be extinguished automatically. The contractor or the
1024 contractor's attorney ~~clerk~~ shall serve ~~mail~~ a copy of the
1025 notice of contest to the lienor at the address shown in the
1026 notice of nonpayment or most recent amendment thereto and shall
1027 certify to such service on the face of the notice and record the
1028 notice. ~~Service is complete upon mailing.~~



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1029 (f) A ~~Any~~ lienor has a direct right of action on the bond
1030 against the surety. Any provision in a payment bond which
1031 further restricts ~~A bond must not contain any provisions~~
1032 ~~restricting~~ the classes of persons who are protected by the
1033 payment bond, which restricts thereby or the venue of any
1034 proceeding relating to such payment bond, which limits or
1035 expands the effective duration of the payment bond, or which
1036 adds conditions precedent to the enforcement of a claim against
1037 a payment bond beyond those provided in this part is
1038 unenforceable. The surety is not entitled to the defense of pro
1039 tanto discharge as against any lienor because of changes or
1040 modifications in the contract to which the surety is not a
1041 party; but the liability of the surety may not be increased
1042 beyond the penal sum of the bond. A lienor may not waive in
1043 advance his or her right to bring an action under the bond
1044 against the surety.

1045 (2) The bond shall secure every lien under the direct
1046 contract accruing subsequent to its execution and delivery,
1047 except that of the contractor. Every claim of lien, except that
1048 of the contractor, filed subsequent to execution and delivery of
1049 the bond shall be transferred to it with the same effect as
1050 liens transferred under s. 713.24. Record notice of the transfer
1051 shall be effected by the contractor, or any person having an
1052 interest in the property against which the claim of lien has
1053 been asserted, by recording in the clerk's office a notice, with
1054 the bond attached, in substantially the following form:

1055
1056 NOTICE OF BOND
1057



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1058 To ... (Name and Address of Lienor)...

1059

1060 You are notified that the claim of lien filed by you on,
1061, and recorded in Official Records Book at page of
1062 the public records of County, Florida, is secured by a
1063 bond, a copy being attached.

1064

1065 Signed: ... (Name of person recording notice)...

1066

1067 The notice shall be verified. The person recording the notice of
1068 bond clerk shall serve mail a copy of the notice with a copy of
1069 the bond to the lienor at the address shown in the claim of
1070 lien, or the most recent amendment to it; shall certify to the
1071 service on the face of the notice; and shall record the notice.
1072 ~~The clerk shall receive the same fee as prescribed in s.~~
1073 ~~713.24(1) for certifying to a transfer of lien.~~

1074

1075 (4) The provisions of s. 713.24(3) ~~shall~~ apply to bonds
1076 under this section except when those provisions conflict with
this section.

1077

Section 10. This act shall take effect October 1, 2012.

1078

1079 ===== T I T L E A M E N D M E N T =====

1080 And the title is amended as follows:

1081

1082 Delete everything before the enacting clause
1083 and insert:

1084

1085 A bill to be entitled
1086 An act relating to construction liens and bonds;
amending s. 95.11, F.S.; adding a cross-reference;



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1087 deleting a provision for the limitation of actions
1088 against a bond; amending s. 255.05, F.S.; requiring
1089 that the bond number be stated on the first page of
1090 the bond; providing that a provision in a payment bond
1091 furnished for a public works contract that limits or
1092 expands the effective duration of the bond or adds
1093 conditions precedent is unenforceable; requiring a
1094 contractor, or the contractor's attorney, to serve
1095 rather than mail a notice of contest of claim against
1096 the payment bond; providing additional time for
1097 service when the bond is not recorded; specifying the
1098 duration of the bond; providing that payment to a
1099 contractor who has furnished a payment bond on a
1100 public works project may not be conditioned upon
1101 production of certain documents; providing
1102 prerequisites for commencement of an action against a
1103 payment bond; amending s. 713.10, F.S.; providing that
1104 a specified notice concerning a lessor's liability for
1105 liens for improvements made by the lessee prohibits
1106 liens even if other leases do not expressly prohibit
1107 liens or if certain other provisions are not
1108 identical; amending s. 713.13, F.S.; revising a notice
1109 form to clarify that the notice of commencement
1110 expires 1 year after the date of recording; removing a
1111 perjury clause; providing additional time for service
1112 when a notice of commencement is not recorded with a
1113 copy of the bond attached; amending s. 713.132, F.S.;
1114 requiring notice of termination to be served on
1115 lienors in privity with the owner; amending s. 713.16,



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1116 F.S.; revising requirements for demands for a copy of
1117 a construction contract and a statement of account;
1118 authorizing a lienor to make certain written demands
1119 to an owner for certain written statements; providing
1120 requirements for such written demands; amending s.
1121 713.18, F.S.; providing additional methods by which
1122 certain items may be served; revising provisions
1123 relating to when service of specified items is
1124 effective; specifying requirements for certain written
1125 instruments under certain circumstances; amending s.
1126 713.22, F.S.; requiring that the clerk serve rather
1127 than mail a notice of contest of lien; amending s.
1128 713.23, F.S.; revising the contents of a notice to
1129 contractor; requiring that a contractor serve rather
1130 than mail a notice of contest of claim against the
1131 payment bond and a notice of bond; clarifying the
1132 attachment of the bond to the notice; providing that a
1133 provision in a payment bond that limits or expands the
1134 effective duration of the bond or adds conditions
1135 precedent is unenforceable; clarifying applicability
1136 of certain provisions; providing an effective date.