

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED  (Y/N)  
ADOPTED AS AMENDED  (Y/N)  
ADOPTED W/O OBJECTION  (Y/N)  
FAILED TO ADOPT  (Y/N)  
WITHDRAWN  (Y/N)  
OTHER

---

1 Committee/Subcommittee hearing bill: Judiciary Committee  
2 Representative Moraitis offered the following:

3  
4 **Amendment (with title amendment)**

5 Remove everything after the enacting clause and insert:

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

8 95.11 Limitations other than for the recovery of real  
9 property.—Actions other than for recovery of real property shall  
10 be commenced as follows:

11 (2) WITHIN FIVE YEARS.—

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

16 (b) A legal or equitable action on a contract, obligation,  
17 or liability founded on a written instrument, except for an  
18 action to enforce a claim against a payment bond, which shall be

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governed by the applicable provisions of s. 95.11(5)(e), s. ~~ss.~~  
255.05(10), s. 337.18(1), or s. ~~and~~ 713.23(1)(e).

(c) An action to foreclose a mortgage.

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

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

(5) WITHIN ONE YEAR.—

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

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

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

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

(e) Except for actions governed by s. 255.05(10), s.  
337.18(1), or s. 713.23(1)(e), an action to enforce any claim  
against a payment bond on which the principal is a contractor,  
subcontractor, or sub-subcontractor as defined in s. 713.01, for  
private work as well as public work, from the last furnishing of  
labor, services, or materials or from the last furnishing of  
labor, services, or materials by the contractor if the  
contractor is the principal on a bond on the same construction  
project, whichever is later.

(f) Except for actions described in subsection (8), a  
petition for extraordinary writ, other than a petition

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47 | challenging a criminal conviction, filed by or on behalf of a  
48 | prisoner as defined in s. 57.085.

49 | (g) Except for actions described in subsection (8), an  
50 | action brought by or on behalf of a prisoner, as defined in s.  
51 | 57.085, relating to the conditions of the prisoner's  
52 | confinement.

53 | Section 2. Section 255.05, Florida Statutes, is amended to  
54 | read:

55 | 255.05 Bond of contractor constructing public buildings;  
56 | form; action by claimants ~~materialmen~~.

57 | (1) ~~(a)~~ A Any person entering into a formal contract with  
58 | the state or any county, city, or political subdivision thereof,  
59 | or other public authority or private entity, for the  
60 | construction of a public building, for the prosecution and  
61 | completion of a public work, or for repairs upon a public  
62 | building or public work shall be required, before commencing the  
63 | work or before recommencing the work after a default or  
64 | abandonment, to execute, ~~deliver to the public owner,~~ and record  
65 | in the public records of the county where the improvement is  
66 | located, a payment and performance bond with a surety insurer  
67 | authorized to do business in this state as surety. A public  
68 | entity may not require a contractor to secure a surety bond  
69 | under this section from a specific agent or bonding company.

70 | (a) The bond must state on its front page: the name,  
71 | principal business address, and phone number of the contractor,  
72 | of the surety, of the owner of the property being improved, and,  
73 | if different from the owner, of the contracting public entity;  
74 | the contract number assigned by the contracting public entity;

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75 the bond number assigned by the surety; and a description of the  
76 project sufficient to identify it, such as a legal description  
77 or the street address of the property being improved, and a  
78 general description of the improvement.

79 (b) Before commencing the work or before recommencing the  
80 work after a default or abandonment, the contractor shall  
81 provide to the public entity a certified copy of the recorded  
82 bond. Notwithstanding the terms of the contract or other laws  
83 governing prompt payment for construction services, the public  
84 entity may not commence making payments to the contractor until  
85 the contractor has complied with this paragraph.

86 (c) The ~~Such~~ bond shall be conditioned upon the  
87 contractor's performance of the construction work in the time  
88 and manner prescribed in the contract and promptly making  
89 payments to all persons defined in s. 713.01 who furnish labor,  
90 services, or materials for the prosecution of the work provided  
91 for in the contract. A ~~Any~~ claimant may apply to the  
92 governmental entity having charge of the work for copies of the  
93 contract and bond and shall thereupon be furnished with a  
94 ~~certified~~ copy of the contract and the recorded bond. The  
95 claimant shall have a cause ~~right~~ of action against the  
96 contractor and surety for the amount due him or her, including  
97 unpaid finance charges due under the claimant's contract. Such  
98 action may ~~shall~~ not involve the public authority in any  
99 expense.

100 (d) When ~~the such~~ work is done for the state and the  
101 contract is for \$100,000 or less, no payment and performance  
102 bond shall be required. At the discretion of the official or

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103 board awarding such contract when such work is done for any  
104 county, city, political subdivision, or public authority, a ~~any~~  
105 person entering into such a contract that ~~which~~ is for \$200,000  
106 or less may be exempted from executing the payment and  
107 performance bond. When such work is done for the state, the  
108 Secretary of Management Services may delegate to state agencies  
109 the authority to exempt any person entering into such a contract  
110 amounting to more than \$100,000 but less than \$200,000 from  
111 executing the payment and performance bond. If an ~~In the event~~  
112 ~~such~~ exemption is granted, the officer or official is ~~officials~~  
113 ~~shall~~ not be personally liable to persons suffering loss because  
114 of granting such exemption. The Department of Management  
115 Services shall maintain information on the number of requests by  
116 state agencies for delegation of authority to waive the bond  
117 requirements by agency and project number and whether any  
118 request for delegation was denied and the justification for the  
119 denial.

120 (e) Any provision in a payment bond furnished for public  
121 work contracts as provided by this subsection which further  
122 restricts the classes of persons ~~as defined in s. 713.01~~  
123 protected by the bond, which restricts ~~or~~ the venue of any  
124 proceeding relating to such bond, which limits or expands the  
125 effective duration of the bond, or which adds conditions  
126 precedent to the enforcement of a claim against the bond beyond  
127 those provided in this section is unenforceable.

128 (f) ~~(b)~~ The Department of Management Services shall adopt  
129 rules with respect to all contracts for \$200,000 or less, to  
130 provide:

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131 1. Procedures for retaining up to 10 percent of each  
132 request for payment submitted by a contractor and procedures for  
133 determining disbursements from the amount retained on a pro rata  
134 basis to laborers, materialmen, and subcontractors, as defined  
135 in s. 713.01.

136 2. Procedures for requiring certification from laborers,  
137 materialmen, and subcontractors, as defined in s. 713.01, before  
138 ~~prior to~~ final payment to the contractor that such laborers,  
139 materialmen, and subcontractors have no claims against the  
140 contractor resulting from the completion of the work provided  
141 for in the contract.

142  
143 The state is ~~shall~~ not ~~be held~~ liable to any laborer,  
144 materialman, or subcontractor for any amounts greater than the  
145 pro rata share as determined under this section.

146 (g) ~~(e)~~ 1. The amount of the bond shall equal the contract  
147 price, except that for a contract in excess of \$250 million, if  
148 the state, county, municipality, political subdivision, or other  
149 public entity finds that a bond in the amount of the contract  
150 price is not reasonably available, the public owner shall set  
151 the amount of the bond at the largest amount reasonably  
152 available, but not less than \$250 million.

153 2. For construction-management or design-build contracts,  
154 if the public owner does not include in the bond amount the cost  
155 of design or other nonconstruction services, the bond may not be  
156 conditioned on performance of such services or payment to  
157 persons furnishing such services. Notwithstanding paragraphs (c)

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158 and (e) ~~(a)~~, such a bond may exclude persons furnishing such  
159 services from the classes of persons protected by the bond.

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

167  
168 NOTICE OF CONTEST OF CLAIM  
169 AGAINST PAYMENT BOND  
170

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

172  
173 You are notified that the undersigned contests your notice  
174 of nonpayment, dated ....., ....., and served on the  
175 undersigned on ....., ....., and that the time within  
176 which you may file suit to enforce your claim is limited to 60  
177 days after the date of service of this notice.

178  
179 DATED on ....., .....

180  
181 Signed: ...(Contractor or Attorney)...

182  
183 The claim of a ~~any~~ claimant upon whom such notice is served and  
184 who fails to institute a suit to enforce his or her claim  
185 against the payment bond within 60 days after service of such

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186 notice shall be extinguished automatically. The contractor or  
187 the contractor's attorney ~~clerk~~ shall serve ~~mail~~ a copy of the  
188 notice of contest to the claimant at the address shown in the  
189 notice of nonpayment or most recent amendment thereto and shall  
190 certify to such service on the face of the ~~such~~ notice and  
191 record the notice. ~~Service is complete upon mailing.~~

192 2. A claimant, except a laborer, who is not in privity  
193 with the contractor shall, before commencing or not later than  
194 45 days after commencing to furnish labor, services, or  
195 materials for the prosecution of the work, furnish the  
196 contractor with a written notice that he or she intends to look  
197 to the bond for protection. A claimant who is not in privity  
198 with the contractor and who has not received payment for his or  
199 her labor, services, or materials shall deliver to the  
200 contractor and to the surety written notice of the performance  
201 of the labor or delivery of the materials or supplies and of the  
202 nonpayment. The notice of nonpayment shall ~~may~~ be served ~~at any~~  
203 ~~time~~ during the progress of the work or thereafter but may not  
204 be served earlier than ~~before~~ 45 days after the first furnishing  
205 of labor, services, or materials or, ~~and not~~ later than 90 days  
206 after the final furnishing of the labor, services, or materials  
207 by the claimant or, with respect to rental equipment, not later  
208 than 90 days after the date that the rental equipment was last  
209 on the job site available for use. Any notice of nonpayment  
210 served by a claimant who is not in privity with the contractor  
211 which includes sums for retainage must specify the portion of  
212 the amount claimed for retainage. An ~~No~~ action for the labor,  
213 materials, or supplies may not be instituted against the

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214 contractor or the surety unless the notice to the contractor and  
215 notice of nonpayment have been served, if required by this  
216 section both notices have been given. Notices required or  
217 permitted under this section shall ~~may~~ be served in accordance  
218 with s. 713.18. A claimant may not waive in advance his or her  
219 right to bring an action under the bond against the surety. In  
220 any action brought to enforce a claim against a payment bond  
221 under this section, the prevailing party is entitled to recover  
222 a reasonable fee for the services of his or her attorney for  
223 trial and appeal or for arbitration, in an amount to be  
224 determined by the court, which fee must be taxed as part of the  
225 prevailing party's costs, as allowed in equitable actions. The  
226 time periods for service of a notice of nonpayment or for  
227 bringing an action against a contractor or a surety shall be  
228 measured from the last day of furnishing labor, services, or  
229 materials by the claimant and may ~~shall~~ not be measured by other  
230 standards, such as the issuance of a certificate of occupancy or  
231 the issuance of a certificate of substantial completion.

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

236  
237 WAIVER OF RIGHT TO CLAIM  
238 AGAINST THE PAYMENT BOND  
239 (PROGRESS PAYMENT)  
240

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241 The undersigned, in consideration of the sum of \$....,  
242 hereby waives its right to claim against the payment bond for  
243 labor, services, or materials furnished through ...(insert  
244 date)... to ...(insert the name of your customer)... on the job  
245 of ...(insert the name of the owner)..., for improvements to the  
246 following described project:

247  
248 (description of project)

249  
250 This waiver does not cover any retention or any labor, services,  
251 or materials furnished after the date specified.

252  
253 DATED ON ....., .....

254 .....(Claimant)...

255 By:.....

256  
257 (c) When a person is required to execute a waiver of his  
258 or her right to make a claim against the payment bond, in  
259 exchange for, or to induce payment of, the final payment, the  
260 waiver may be in substantially the following form:

261  
262 WAIVER OF RIGHT TO CLAIM  
263 AGAINST THE PAYMENT BOND  
264 (FINAL PAYMENT)

265  
266 The undersigned, in consideration of the final payment in  
267 the amount of \$...., hereby waives its right to claim against  
268 the payment bond for labor, services, or materials furnished to

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269 ... (insert the name of your customer)... on the job of  
270 ... (insert the name of the owner)..., for improvements to the  
271 following described project:

272  
273 (description of project)

274  
275 DATED ON ....., .....

276 ... (Claimant)...

277 By:.....

278

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

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

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

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

289

290 PUBLIC CONSTRUCTION BOND

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

292

293 BY THIS BOND, We ....., as Principal and ....., a  
294 corporation, as Surety, are bound to ....., herein called Owner,  
295 in the sum of \$....., for payment of which we bind ourselves, our

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296 heirs, personal representatives, successors, and assigns,  
297 jointly and severally.

298 THE CONDITION OF THIS BOND is that if Principal:

299 1. Performs the contract dated . . . . , . . . . , between  
300 Principal and Owner for construction of . . . . , the contract being  
301 made a part of this bond by reference, at the times and in the  
302 manner prescribed in the contract; and

303 2. Promptly makes payments to all claimants, as defined in  
304 Section 255.05(1), Florida Statutes, supplying Principal with  
305 labor, materials, or supplies, used directly or indirectly by  
306 Principal in the prosecution of the work provided for in the  
307 contract; and

308 3. Pays Owner all losses, damages, expenses, costs, and  
309 attorney's fees, including appellate proceedings, that Owner  
310 sustains because of a default by Principal under the contract;  
311 and

312 4. Performs the guarantee of all work and materials  
313 furnished under the contract for the time specified in the  
314 contract, then this bond is void; otherwise it remains in full  
315 force.

316  
317 Any action instituted by a claimant under this bond for payment  
318 must be in accordance with the notice and time limitation  
319 provisions in Section 255.05(2), Florida Statutes.

320  
321 Any changes in or under the contract documents and compliance or  
322 noncompliance with any formalities connected with the contract

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323 or the changes does not affect Surety's obligation under this  
324 bond.

325

326 DATED ON ....., .....

327

328 ... (Name of Principal)...

329 By ... (As Attorney in Fact)...

330 ... (Name of Surety)...

331

332 (4) The payment bond provisions of all bonds required by  
333 subsection (1) shall be construed and deemed statutory payment  
334 bonds furnished pursuant to this section and such bonds shall  
335 not under any circumstances be converted into common law bonds.

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

341 (6) All payment bond forms used by a public owner and all  
342 payment bonds executed pursuant to this section by a surety  
343 shall make reference to this section by number, ~~and~~ shall  
344 contain reference to the notice and time limitation provisions  
345 in subsections (2) and (10), and shall comply with the  
346 requirements of subsection (1) (a).

347 (7) In lieu of the bond required by this section, a  
348 contractor may file with the state, county, city, or other  
349 political authority an alternative form of security in the form  
350 of cash, a money order, a certified check, a cashier's check, an

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351 irrevocable letter of credit, or a security of a type listed in  
352 part II of chapter 625. Any such alternative form of security  
353 shall be for the same purpose and be subject to the same  
354 conditions as those applicable to the bond required by this  
355 section. The determination of the value of an alternative form  
356 of security shall be made by the appropriate state, county,  
357 city, or other political subdivision.

358 (8) When a contractor has furnished a payment bond  
359 pursuant to this section, he or she may, when the state, county,  
360 municipality, political subdivision, or other public authority  
361 makes any payment to the contractor or directly to a claimant,  
362 serve a written demand on any claimant who is not in privity  
363 with the contractor for a written statement under oath of his or  
364 her account showing the nature of the labor or services  
365 performed and to be performed, if any; the materials furnished;  
366 the materials to be furnished, if known; the amount paid on  
367 account to date; the amount due; and the amount to become due,  
368 if known, as of the date of the statement by the claimant. Any  
369 such demand to a claimant who is not in privity with the  
370 contractor must be served on the claimant at the address and to  
371 the attention of any person who is designated to receive the  
372 demand in the notice to contractor served by the claimant. The  
373 failure or refusal to furnish the statement does not deprive the  
374 claimant of his or her rights under the bond if the demand is  
375 not served at the address of the claimant or directed to the  
376 attention of the person designated to receive the demand in the  
377 notice to contractor. The failure to furnish the statement  
378 within 30 days after the demand, or the furnishing of a false or

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379 fraudulent statement, deprives the claimant who fails to furnish  
380 the statement, or who furnishes the false or fraudulent  
381 statement, of his or her rights under the bond. If the  
382 contractor serves more than one demand for statement of account  
383 on a claimant and none of the information regarding the account  
384 has changed since the claimant's last response to a demand, the  
385 failure or refusal to furnish such statement does not deprive  
386 the claimant of his or her rights under the bond. The negligent  
387 inclusion or omission of any information deprives the claimant  
388 of his or her rights under the bond to the extent that the  
389 contractor can demonstrate prejudice from such act or omission  
390 by the claimant. The failure to furnish a response to a demand  
391 for statement of account does not affect the validity of any  
392 claim on the bond being enforced in a lawsuit filed before the  
393 date the demand for statement of account is received by the  
394 claimant.

395 (9) On any public works project for which the public  
396 authority requires a performance and payment bond, suits at law  
397 and in equity may be brought and maintained by and against the  
398 public authority on any contract claim arising from breach of an  
399 express provision or an implied covenant of a written agreement  
400 or a written directive issued by the public authority pursuant  
401 to the written agreement. In any such suit, the public authority  
402 and the contractor shall have all of the same rights and  
403 obligations as a private person under a like contract except  
404 that no liability may be based on an oral modification of either  
405 the written contract or written directive. Nothing herein shall  
406 be construed to waive the sovereign immunity of the state and

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407 its political subdivisions from equitable claims and equitable  
408 remedies. The provisions of this subsection shall apply only to  
409 contracts entered into on or after July 1, 1999.

410 (10) An action, except an action for recovery of  
411 retainage, must be instituted against the contractor or the  
412 surety on the payment bond or the payment provisions of a  
413 combined payment and performance bond within 1 year after the  
414 performance of the labor or completion of delivery of the  
415 materials or supplies. An action for recovery of retainage must  
416 be instituted against the contractor or the surety within 1 year  
417 after the performance of the labor or completion of delivery of  
418 the materials or supplies; however, such an action may not be  
419 instituted until one of the following conditions is satisfied:

420 (a) The public entity has paid out the claimant's  
421 retainage to the contractor, and the time provided under s.  
422 218.735 or s. 255.073(3) for payment of that retainage to the  
423 claimant has expired;

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

427 (c) At least 160 days have passed since reaching  
428 substantial completion of the construction services purchased,  
429 as defined in the contract, or if not defined in the contract,  
430 since reaching beneficial occupancy or use of the project.

431 (d) The claimant has asked the contractor, in writing, for  
432 any of the following information and the contractor has failed  
433 to respond to the claimant's request, in writing, within 10 days  
434 after receipt of the request:

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435 1. Whether the project has reached substantial completion,  
436 as that term is defined in the contract, or if not defined in  
437 the contract, if beneficial occupancy or use of the project has  
438 occurred.

439 2. Whether the contractor has received payment of the  
440 claimant's retainage, and if so, the date the retainage was  
441 received by the contractor.

442 3. Whether the contractor has sent its final payment  
443 request to the public entity, and if so, the date on which the  
444 final payment request was sent.

445  
446 If none of the conditions described in paragraph (a), paragraph  
447 (b), paragraph (c), or paragraph (d) is satisfied and an action  
448 for recovery of retainage cannot be instituted within the 1-year  
449 limitation period set forth in this subsection, this limitation  
450 period shall be extended until 120 days after one of these  
451 conditions is satisfied.

452 (11) When a contractor furnishes and records a payment and  
453 performance bond for a public works project in accordance with  
454 this section, and provides the public authority with a written  
455 consent from the surety regarding the project or payment in  
456 question, the public authority may not condition its payment to  
457 the contractor on the production of a release, waiver, or like  
458 documentation from a claimant demonstrating that the claimant  
459 does not have an outstanding claim against the contractor, the  
460 surety, the payment bond, or the public authority for payments  
461 due on labor, services, or materials furnished on the public  
462 works project. The surety may, in a writing served on the public

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463 authority, revoke its consent or direct that the public  
464 authority withhold a specified amount from a payment, which  
465 shall be effective upon receipt.

466 Section 3. Section 255.0518, Florida Statutes, is created  
467 to read:

468 255.0518 Public bids; bid opening.—Notwithstanding s.  
469 119.071(1)(b), the state or any county or municipality thereof  
470 or any department or agency of the state, county, or  
471 municipality or any other public body or institution, shall:

472 (1) When opening sealed bids or the portion of any sealed  
473 bids that include the prices submitted, which are received  
474 pursuant to a competitive solicitation for construction or  
475 repairs on a public building or public work, open the sealed  
476 bids at a public meeting conducted in compliance with s.  
477 286.011.

478 (2) Announce at that meeting the name of each bidder and  
479 the price submitted.

480 (3) Make available upon request the name of each bidder  
481 and the price submitted.

482 Section 4. Paragraph (b) of subsection (2) of section  
483 713.10, Florida Statutes, is amended to read:

484 713.10 Extent of liens.—

485 (2)

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

488 1. The lease, or a short form or a memorandum of the lease  
489 that contains the specific language in the lease prohibiting  
490 such liability, is recorded in the official records of the

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491 county where the premises are located before the recording of a  
492 notice of commencement for improvements to the premises and the  
493 terms of the lease expressly prohibit such liability; or

494 2. The terms of the lease expressly prohibit such  
495 liability, and a notice advising that leases for the rental of  
496 premises on a parcel of land prohibit such liability has been  
497 recorded in the official records of the county in which the  
498 parcel of land is located before the recording of a notice of  
499 commencement for improvements to the premises, and the notice  
500 includes the following:

501 a. The name of the lessor.

502 b. The legal description of the parcel of land to which  
503 the notice applies.

504 c. The specific language contained in the various leases  
505 prohibiting such liability.

506 d. A statement that all or a majority of the leases  
507 entered into for premises on the parcel of land expressly  
508 prohibit such liability.

509 3. The lessee is a mobile home owner who is leasing a  
510 mobile home lot in a mobile home park from the lessor.

511  
512 A notice that is consistent with subparagraph 2. effectively  
513 prohibits liens for improvements made by a lessee even if other  
514 leases for premises on the parcel do not expressly prohibit  
515 liens or if provisions of each lease restricting the application  
516 of liens are not identical.

517 Section 5. Paragraphs (d) and (e) of subsection (1) of  
518 section 713.13, Florida Statutes, are amended to read:

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519 713.13 Notice of commencement.—

520 (1)

521 (d) A notice of commencement must be in substantially the  
522 following form:

523

524 Permit No..... Tax Folio No.....

525 NOTICE OF COMMENCEMENT

526 State of....

527 County of....

528

529 The undersigned hereby gives notice that improvement will be  
530 made to certain real property, and in accordance with Chapter  
531 713, Florida Statutes, the following information is provided in  
532 this Notice of Commencement.

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

535 2. General description of improvement:.....

536 3. Owner information or Lessee information if the Lessee  
537 contracted for the improvement:

538 a. Name and address:.....

539 b. Interest in property:.....

540 c. Name and address of fee simple titleholder (if  
541 different from Owner listed above):.....

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

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

544 5. Surety (if applicable, a copy of the payment bond is  
545 attached):

546 a. Name and address:.....

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- 547       b. Phone number:.....
- 548       c. Amount of bond: \$.....
- 549       6.a. Lender: ...(name and address)....
- 550       b. Lender's phone number:.....
- 551       7. Persons within the State of Florida designated by Owner
- 552 upon whom notices or other documents may be served as provided
- 553 by Section 713.13(1)(a)7., Florida Statutes:
- 554       a. Name and address:.....
- 555       b. Phone numbers of designated persons:.....
- 556       8.a. In addition to himself or herself, Owner designates
- 557 ..... of ..... to receive a copy of the Lienor's
- 558 Notice as provided in Section 713.13(1)(b), Florida Statutes.
- 559       b. Phone number of person or entity designated by
- 560 owner:.....
- 561       9. Expiration date of notice of commencement (the
- 562 expiration date ~~may not be before the completion of construction~~
- 563 ~~and final payment to the contractor, but~~ will be 1 year from the
- 564 date of recording unless a different date is specified).....
- 565

566 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE

567 EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER

568 PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA

569 STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS

570 TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND

571 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU

572 INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN

573 ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF

574 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 Lessee, or Owner's or Lessee'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.....

(e) A copy of any payment bond must be attached at the time of recordation of the notice of commencement. The failure to attach a copy of the bond to the notice of commencement when the notice is recorded negates the exemption provided in s.

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603 713.02(6). However, if a payment bond under s. 713.23 exists but  
604 was not attached at the time of recordation of the notice of  
605 commencement, the bond may be used to transfer any recorded lien  
606 of a lienor except that of the contractor by the recordation and  
607 service of a notice of bond pursuant to s. 713.23(2). The notice  
608 requirements of s. 713.23 apply to any claim against the bond;  
609 however, the time limits for serving any required notices shall,  
610 at the option of the lienor, be calculated from the dates ~~begin~~  
611 ~~running from the later of the time~~ specified in s. 713.23 or the  
612 date the notice of bond is served on the lienor.

613 Section 6. Section 489.118, Florida Statutes, is amended  
614 to read:

615 489.118 Certification of registered contractors;  
616 grandfathering provisions.—The board shall, upon receipt of a  
617 completed application and appropriate fee, issue a certificate  
618 in the appropriate category to any contractor registered under  
619 this part who makes application to the board and can show that  
620 he or she meets each of the following requirements:

621 (1) Currently holds a valid registered local license in  
622 one of the contractor categories defined in s. 489.105(3)(a)-  
623 (q) ~~(p)~~.

624 (2) Has, for that category, passed a written examination  
625 that the board finds to be substantially similar to the  
626 examination required to be licensed as a certified contractor  
627 under this part. For purposes of this subsection, a written,  
628 proctored examination such as that produced by the National  
629 Assessment Institute, Block and Associates, NAI/Block, Experior  
630 Assessments, Professional Testing, Inc., or Assessment Systems,

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631 Inc., shall be considered to be substantially similar to the  
632 examination required to be licensed as a certified contractor.  
633 The board may not impose or make any requirements regarding the  
634 nature or content of these cited examinations.

635 (3) Has at least 5 years of experience as a contractor in  
636 that contracting category, or as an inspector or building  
637 administrator with oversight over that category, at the time of  
638 application. For contractors, only time periods in which the  
639 contractor license is active and the contractor is not on  
640 probation shall count toward the 5 years required by this  
641 subsection.

642 (4) Has not had his or her contractor's license revoked at  
643 any time, had his or her contractor's license suspended within  
644 the last 5 years, or been assessed a fine in excess of \$500  
645 within the last 5 years.

646 (5) Is in compliance with the insurance and financial  
647 responsibility requirements in s. 489.115(5).

648  
649 Applicants wishing to obtain a certificate pursuant to this  
650 section must make application by November 1, 2015 ~~2005~~.

651 Section 7. Subsections (1) and (4) of section 713.132,  
652 Florida Statutes, are amended to read:

653 713.132 Notice of termination.—

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

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



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

660 (c) A statement of the date as of which the notice of  
661 commencement is terminated, which date may not be earlier than  
662 30 days after the notice of termination is recorded;

663 (d) A statement specifying that the notice applies to all  
664 the real property subject to the notice of commencement or  
665 specifying the portion of such real property to which it  
666 applies;

667 (e) A statement that all lienors have been paid in full;  
668 and

669 (f) A statement that the owner has, before recording the  
670 notice of termination, served a copy of the notice of  
671 termination on the contractor and on each lienor who has a  
672 direct contract with the owner or who has served a notice to  
673 owner ~~given notice~~. The owner is not required to serve a copy of  
674 the notice of termination on any lienor who has executed a  
675 waiver and release of lien upon final payment in accordance with  
676 s. 713.20.

677 (4) A notice of termination is effective to terminate the  
678 notice of commencement at the later of 30 days after recording  
679 of the notice of termination or the date stated in the notice of  
680 termination as the date on which the notice of commencement is  
681 terminated, if ~~provided that~~ the notice of termination has been  
682 served pursuant to paragraph (1)(f) on the contractor and on  
683 each lienor who has a direct contract with the owner or who has  
684 served a notice to owner ~~given notice~~.

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685 Section 8. Section 713.16, Florida Statutes, is amended to  
686 read:

687 713.16 Demand for copy of contract and statements of  
688 account; form.—

689 (1) A copy of the contract of a lienor or owner and a  
690 statement of the amount due or to become due if fixed or  
691 ascertainable thereon must be furnished by any party thereto,  
692 upon written demand of an owner or a lienor contracting with or  
693 employed by the other party to such contract. If the owner or  
694 lienor refuses or neglects to furnish such copy of the contract  
695 or such statement, or willfully and falsely states the amount  
696 due or to become due if fixed or ascertainable under such  
697 contract, any person who suffers any detriment thereby has a  
698 cause of action against the person refusing or neglecting to  
699 furnish the same or willfully and falsely stating the amount due  
700 or to become due for his or her damages sustained thereby. The  
701 information contained in such copy or statement furnished  
702 pursuant to such written demand is binding upon the owner or  
703 lienor furnishing it unless actual notice of any modification is  
704 given to the person demanding the copy or statement before such  
705 person acts in good faith in reliance on it. The person  
706 demanding such documents must pay for the reproduction thereof;  
707 and, if such person fails or refuses to do so, he or she is  
708 entitled only to inspect such documents at reasonable times and  
709 places.

710 (2) The owner may serve in writing a demand of any lienor  
711 for a written statement under oath of his or her account showing  
712 the nature of the labor or services performed and to be

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713 performed, if any, the materials furnished, the materials to be  
714 furnished, if known, the amount paid on account to date, the  
715 amount due, and the amount to become due, if known, as of the  
716 date of the statement by the lienor. Any such demand to a lienor  
717 must be served on the lienor at the address and to the attention  
718 of any person who is designated to receive the demand in the  
719 notice to owner served by such lienor and must include a  
720 description of the property and the names of the owner, the  
721 contractor, and the lienor's customer, as set forth in the  
722 lienor's notice to owner. The failure or refusal to furnish the  
723 statement does not deprive the lienor of his or her lien if the  
724 demand is not served at the address of the lienor or directed to  
725 the attention of the person designated to receive the demand in  
726 the notice to owner. The failure or refusal to furnish the  
727 statement under oath within 30 days after the demand, or the  
728 furnishing of a false or fraudulent statement, deprives the  
729 person so failing or refusing to furnish such statement of his  
730 or her lien. If the owner serves more than one demand for  
731 statement of account on a lienor and none of the information  
732 regarding the account has changed since the lienor's last  
733 response to a demand, the failure or refusal to furnish such  
734 statement does not deprive the lienor of his or her lien. The  
735 negligent inclusion or omission of any information deprives the  
736 person of his or her lien to the extent the owner can  
737 demonstrate prejudice from such act or omission by the lienor.  
738 The failure to furnish a response to a demand for statement of  
739 account does not affect the validity of any claim of lien being

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740 enforced through a foreclosure case filed before ~~prior to~~ the  
741 date the demand for statement is received by the lienor.

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

744  
745 REQUEST FOR SWORN STATEMENT OF ACCOUNT

746  
747 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT, SIGNED  
748 UNDER OATH, WITHIN 30 DAYS OR THE FURNISHING OF A FALSE  
749 STATEMENT WILL RESULT IN THE LOSS OF YOUR LIEN.

750  
751 To: ...(Lienor's name and address)...

752  
753 The undersigned hereby demands a written statement under oath of  
754 his or her account showing the nature of the labor or services  
755 performed and to be performed, if any, the materials furnished,  
756 the materials to be furnished, if known, the amount paid on  
757 account to date, the amount due, and the amount to become due,  
758 if known, as of the date of the statement for the improvement of  
759 real property identified as ...(property description)....

760  
761 ...(name of contractor)...

762  
763 ...(name of the lienor's customer, as set forth in the  
764 lienor's Notice to Owner, if such notice has been served)...

765  
766  
767 ... (signature and address of owner)...

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

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(4) When a contractor has furnished a payment bond pursuant to s. 713.23, he or she may, when an owner makes any payment to the contractor or directly to a lienor, serve a written demand on any other lienor for a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement by the lienor. Any such demand to a lienor must be served on the lienor at the address and to the attention of any person who is designated to receive the demand in the notice to contractor served by such lienor. The demand must include a description of the property and the names of the owner, the contractor, and the lienor's customer, as set forth in the lienor's notice to contractor. The failure or refusal to furnish the statement does not deprive the lienor of his or her rights under the bond if the demand is not served at the address of the lienor or directed to the attention of the person designated to receive the demand in the notice to contractor. The failure to furnish the statement within 30 days after the demand, or the furnishing of a false or fraudulent statement, deprives the person who fails to furnish the statement, or who furnishes the false or fraudulent statement, of his or her rights under the bond. If the contractor serves more than one demand for statement of

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796 account on a lienor and none of the information regarding the  
797 account has changed since the lienor's last response to a  
798 demand, the failure or refusal to furnish such statement does  
799 not deprive the lienor of his or her rights under the bond. The  
800 negligent inclusion or omission of any information deprives the  
801 person of his or her rights under the bond to the extent the  
802 contractor can demonstrate prejudice from such act or omission  
803 by the lienor. The failure to furnish a response to a demand for  
804 statement of account does not affect the validity of any claim  
805 on the bond being enforced in a lawsuit filed prior to the date  
806 the demand for statement of account is received by the lienor.

807 (5) (a) Any lienor who is perfecting a claim of lien ~~has~~  
808 ~~recorded a claim of lien~~ may serve with the claim of lien or  
809 thereafter a ~~make~~ written demand on the owner for a written  
810 statement under oath showing:

811 1. The amount of the direct contract under which the lien  
812 was recorded;

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

816 3. The reasonable estimated costs of completing the direct  
817 contract under which the lien was claimed pursuant to the scope  
818 of the direct contract; and

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

820 (b) Any owner who does not provide the statement within 30  
821 days after demand, or who provides a false or fraudulent  
822 statement, is not a prevailing party for purposes of an award of  
823 attorney ~~attorney's~~ fees under s. 713.29. The written demand

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824 must include the following warning in conspicuous type in  
825 substantially the following form:

826

827 WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT WITHIN  
828 30 DAYS OR THE FURNISHING OF A FALSE STATEMENT WILL RESULT IN  
829 THE LOSS OF YOUR RIGHT TO RECOVER ATTORNEY FEES IN ANY ACTION TO  
830 ENFORCE THE CLAIM OF LIEN OF THE PERSON REQUESTING THIS  
831 STATEMENT.

832 (6) Any written demand served on the owner must include a  
833 description of the property and the names of the contractor and  
834 the lienor's customer, as set forth in the lienor's notice to  
835 owner.

836 (7)-(6) For purposes of this section, the term  
837 "information" means the nature and quantity of the labor,  
838 services, and materials furnished or to be furnished by a lienor  
839 and the amount paid, the amount due, and the amount to become  
840 due on the lienor's account.

841 Section 9. Section 713.18, Florida Statutes, is amended to  
842 read:

843 713.18 Manner of serving notices and other instruments.—

844 (1) Service of notices, claims of lien, affidavits,  
845 assignments, and other instruments permitted or required under  
846 this part, or copies thereof when so permitted or required,  
847 unless otherwise specifically provided in this part, must be  
848 made by one of the following methods:

849 (a) By actual delivery to the person to be served; if a  
850 partnership, to one of the partners; if a corporation, to an

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851 officer, director, managing agent, or business agent; or, if a  
852 limited liability company, to a member or manager.

853 (b) By common carrier delivery service or sending the same  
854 by registered, Global Express Guaranteed, or certified mail,  
855 with postage or shipping paid by the sender and prepaid, or by  
856 overnight or second-day delivery with evidence of delivery,  
857 which may be in an electronic format.

858 (c) ~~If the method specified in paragraph (a) or paragraph~~  
859 ~~(b) cannot be accomplished,~~ By posting on the site of the  
860 improvement if service as provided by paragraph (a) or paragraph  
861 (b) cannot be accomplished premises.

862 (2) Notwithstanding subsection (1), service of ~~if~~ a notice  
863 to owner ~~or,~~ a preliminary notice to contractor under s. 713.23,  
864 s. 337.18, or a ~~preliminary notice under s. 255.05 is mailed by~~  
865 ~~registered or certified mail with postage prepaid to the person~~  
866 ~~to be served at any of the addresses set forth in subsection (3)~~  
867 ~~within 40 days after the date the lienor first furnishes labor,~~  
868 ~~services, or materials, service of that notice is effective as~~  
869 of the date of mailing if:

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

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

876 (c)1. The person who served the notice maintains a  
877 registered or certified mail log that shows the registered or  
878 certified mail number issued by the United States Postal

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879 Service, the name and address of the person served, and the date  
880 stamp of the United States Postal Service confirming the date of  
881 mailing; or ~~if~~

882 2. The person who served the notice maintains electronic  
883 tracking records generated by ~~through use of~~ the United States  
884 Postal Service ~~Confirm service or a similar service~~ containing  
885 the postal tracking number, the name and address of the person  
886 served, and verification of the date of receipt by the United  
887 States Postal Service.

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

891 1. Is sent to the last address shown in the notice of  
892 commencement or any amendment thereto or, in the absence of a  
893 notice of commencement, to the last address shown in the  
894 building permit application, or to the last known address of the  
895 person to be served; and, ~~is not received, but~~

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

900 (b) If the address shown in the notice of commencement or  
901 any amendment to the notice of commencement, or, in the absence  
902 of a notice of commencement, in the building permit application,  
903 is incomplete for purposes of mailing or delivery, the person  
904 serving the item may complete the address and properly format it  
905 according to United States Postal Service addressing standards  
906 using information obtained from the property appraiser or

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907 another public record without affecting the validity of service  
908 under this section.

909 (4) A notice served by a lienor on one owner or one  
910 partner of a partnership owning the real property ~~If the real~~  
911 ~~property is owned by more than one person or a partnership, a~~  
912 ~~lienor may serve any notices or other papers under this part on~~  
913 ~~any one of such owners or partners, and such notice is deemed~~  
914 notice to all owners and partners.

915 Section 10. Section 713.22, Florida Statutes, is amended  
916 to read:

917 713.22 Duration of lien.—

918 (1) A ~~No~~ lien provided by this part does not ~~shall~~  
919 continue for a longer period than 1 year after the claim of lien  
920 has been recorded or 1 year after the recording of an amended  
921 claim of lien that shows a later date of final furnishing of  
922 labor, services, or materials, unless within that time an action  
923 to enforce the lien is commenced in a court of competent  
924 jurisdiction. A lien that has been continued beyond the 1-year  
925 period ~~The continuation of the lien effected by the commencement~~  
926 ~~of an~~ the ~~action is~~ shall not enforceable ~~be good~~ against  
927 creditors or subsequent purchasers for a valuable consideration  
928 and without notice, unless a notice of lis pendens is recorded.

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

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NOTICE OF CONTEST OF LIEN

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

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

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

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

Section 11. Paragraphs (c), (d), (e), and (f) of subsection (1) and subsections (2) and (4) of section 713.23, Florida Statutes, are amended to read:

713.23 Payment bond.—

(1)

(c) ~~Either~~ Before beginning or within 45 days after beginning to furnish labor, materials, or supplies, a lienor who is not in privity with the contractor, except a laborer, shall

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963 serve the contractor with notice in writing that the lienor will  
964 look to the contractor's bond for protection on the work. If a  
965 notice of commencement with the attached bond is not recorded  
966 before commencement of construction, ~~or a reference to the bond~~  
967 ~~is not given in the notice of commencement~~, and in either case  
968 ~~if the lienor not in privity with the contractor is not~~  
969 ~~otherwise notified in writing of the existence of the bond~~, the  
970 lienor not in privity with the contractor may, in the  
971 alternative, elect to serve the notice to the contractor up to  
972 shall have 45 days after from the date the lienor is served with  
973 a copy notified of the existence of the bond within which to  
974 serve the notice. A notice to owner pursuant to s. 713.06 which  
975 has been timely served on the contractor satisfies the  
976 requirements of this paragraph. In no event, however, shall the  
977 limitation period for commencement of an action on the payment  
978 bond as established in paragraph (e) be expanded. The notice may  
979 be in substantially the following form and may be combined with  
980 a notice to owner given under s. 713.06 and, if so, may be  
981 entitled "NOTICE TO OWNER/NOTICE TO CONTRACTOR:

982  
983  
984 NOTICE TO CONTRACTOR

985  
986 To ... (name and address of contractor) ...

987  
988 The undersigned hereby informs you that he or she has furnished  
989 or is furnishing services or materials as follows:

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

995  
996 This notice is to inform you that the undersigned intends to  
997 look to the contractor's bond to secure payment for the  
998 furnishing of materials or services for the improvement of the  
999 real property.

1000

1001 ...(name of lienor)...

1002 ...(signature of lienor or lienor's representative)...

1003 ...(date)...

1004 ...(lienor's address)...

1005

1006 ~~The undersigned notifies you that he or she has furnished or is~~  
1007 ~~furnishing ...(services or materials)... for the improvement of~~  
1008 ~~the real property identified as ...(property description)...~~  
1009 ~~owned by ...(owner's name and address)... under an order given~~  
1010 ~~by .... and that the undersigned will look to the contractor's~~  
1011 ~~bond for protection on the work.~~

1012

1013 ~~...(Lienor's signature and address)...~~

1014

1015 (d) In addition, a lienor is required, as a condition  
1016 precedent to recovery under the bond, to serve a written notice  
1017 of nonpayment to the contractor and the surety not later than 90  
1018 days after the final furnishing of labor, services, or materials

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1019 by the lienor. A written notice satisfies this condition  
1020 precedent with respect to the payment described in the notice of  
1021 nonpayment, including unpaid finance charges due under the  
1022 lienor's contract, and with respect to any other payments which  
1023 become due to the lienor after the date of the notice of  
1024 nonpayment. The time period for serving a written notice of  
1025 nonpayment shall be measured from the last day of furnishing  
1026 labor, services, or materials by the lienor and shall not be  
1027 measured by other standards, such as the issuance of a  
1028 certificate of occupancy or the issuance of a certificate of  
1029 substantial completion. The failure of a lienor to receive  
1030 retainage sums not in excess of 10 percent of the value of  
1031 labor, services, or materials furnished by the lienor is not  
1032 considered a nonpayment requiring the service of the notice  
1033 provided under this paragraph. If the payment bond is not  
1034 recorded before commencement of construction, the time period  
1035 for the lienor to serve a notice of nonpayment may at the option  
1036 of the lienor be calculated from the date specified in this  
1037 section or the date the lienor is served a copy of the bond.  
1038 However, the limitation period for commencement of an action on  
1039 the payment bond as established in paragraph (e) may not be  
1040 expanded. The notice under this paragraph may be in  
1041 substantially the following form:

1042  
1043 NOTICE OF NONPAYMENT

1044  
1045 To ... (name of contractor and address) ...

1046  
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1047 ...(name of surety and address)...

1048  
1049 The undersigned notifies you that he or she has furnished  
1050 ...(describe labor, services, or materials)... for the  
1051 improvement of the real property identified as ...(property  
1052 description).... The amount now due and unpaid is \$.....

1053  
1054 ...(signature and address of lienor)...

1055  
1056 (e) An ~~No~~ action for the labor or materials or supplies  
1057 may not be instituted or prosecuted against the contractor or  
1058 surety unless both notices have been given, if required by this  
1059 section. An ~~No~~ action may not ~~shall~~ be instituted or prosecuted  
1060 against the contractor or against the surety on the bond under  
1061 this section after 1 year from the performance of the labor or  
1062 completion of delivery of the materials and supplies. The time  
1063 period for bringing an action against the contractor or surety  
1064 on the bond shall be measured from the last day of furnishing  
1065 labor, services, or materials by the lienor. The time period ~~and~~  
1066 may ~~shall~~ not be measured by other standards, such as the  
1067 issuance of a certificate of occupancy or the issuance of a  
1068 certificate of substantial completion. A contractor or the  
1069 contractor's ~~agent or~~ attorney may elect to shorten the  
1070 ~~prescribed~~ time within which an action to enforce any claim  
1071 against a payment bond provided under this section or s. 713.245  
1072 must ~~may~~ be commenced at any time after a notice of nonpayment,  
1073 if required, has been served for the claim by recording in the  
1074 clerk's office a notice in substantially the following form:

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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)...

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

(f) A ~~Any~~ lienor has a direct right of action on the bond against the surety. Any provision in a payment bond which further restricts ~~A bond must not contain any provisions restricting~~ the classes of persons who are protected by the



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1103 payment bond, which restricts ~~thereby~~ or the venue of any  
1104 proceeding relating to such payment bond, which limits or  
1105 expands the effective duration of the payment bond, or which  
1106 adds conditions precedent to the enforcement of a claim against  
1107 a payment bond beyond those provided in this part is  
1108 unenforceable. The surety is not entitled to the defense of pro  
1109 tanto discharge as against any lienor because of changes or  
1110 modifications in the contract to which the surety is not a  
1111 party; but the liability of the surety may not be increased  
1112 beyond the penal sum of the bond. A lienor may not waive in  
1113 advance his or her right to bring an action under the bond  
1114 against the surety.

1115 (2) The bond shall secure every lien under the direct  
1116 contract accruing subsequent to its execution and delivery,  
1117 except that of the contractor. Every claim of lien, except that  
1118 of the contractor, filed subsequent to execution and delivery of  
1119 the bond shall be transferred to it with the same effect as  
1120 liens transferred under s. 713.24. Record notice of the transfer  
1121 shall be effected by the contractor, or any person having an  
1122 interest in the property against which the claim of lien has  
1123 been asserted, by recording in the clerk's office a notice, with  
1124 the bond attached, in substantially the following form:

1125

1126 NOTICE OF BOND

1127

1128 To ... (Name and Address of Lienor) ...

1129

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1130 You are notified that the claim of lien filed by you on .....,  
1131 ....., and recorded in Official Records Book .... at page .... of  
1132 the public records of .... County, Florida, is secured by a  
1133 bond, a copy being attached.

1134  
1135 Signed: ... (Name of person recording notice) ...

1136  
1137 The notice shall be verified. The person recording the notice of  
1138 bond clerk shall serve mail a copy of the notice with a copy of  
1139 the bond to the lienor at the address shown in the claim of  
1140 lien, or the most recent amendment to it; shall certify to the  
1141 service on the face of the notice; and shall record the notice.  
1142 ~~The clerk shall receive the same fee as prescribed in s.~~  
1143 ~~713.24(1) for certifying to a transfer of lien.~~

1144 (4) The provisions of s. 713.24(3) ~~shall~~ apply to bonds  
1145 under this section except when those provisions conflict with  
1146 this section.

1147 Section 12. This act shall take effect October 1, 2012.

1148  
1149  
1150 -----  
1151 **T I T L E A M E N D M E N T**

1152 Remove the entire title and insert:

1153 An act relating to construction contracting; amending s. 95.11,  
1154 F.S.; adding cross-reference; amending s. 255.05, F.S.;

1155 requiring that the bond number be stated on the first page of  
1156 the bond; providing that a public entity may not commence making  
1157 payments to the contractor unless the public entity has received

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COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 897 (2012)

Amendment No. 1

1158 a certified copy of the bond; providing that a provision in a  
1159 payment bond furnished for a public works contract that limits  
1160 or expands the effective duration of the bond or adds conditions  
1161 precedent is unenforceable; requiring a contractor, or the  
1162 contractor's attorney, to serve rather than mail a notice of  
1163 contest of claim against the payment bond; specifying the  
1164 duration of the bond; providing that payment to a contractor who  
1165 has furnished a payment bond on a public works project may not  
1166 be conditioned upon production of certain documents if the  
1167 surety has given written consent; providing for the surety to  
1168 withhold or revoke consent; providing prerequisites for  
1169 commencement of an action against a payment bond; creating s.  
1170 255.0518, F.S.; requiring that the state, a county, a  
1171 municipality, or any other public body or institution open  
1172 sealed bids received in response to a competitive solicitation  
1173 at a public meeting, announce the name of each bidder and the  
1174 price submitted, and make available upon request the names of  
1175 bidders and submitted prices; amending s. 489.118, F.S.;

1176 extending the date within which certain registered contractors  
1177 may apply for certification; amending s. 713.10, F.S.; providing  
1178 that a specified notice concerning a lessor's liability for  
1179 liens for improvements made by the lessee prohibits liens even  
1180 if other leases do not expressly prohibit liens or if certain  
1181 other provisions are not identical; amending s. 713.13, F.S.;

1182 revising a notice form to clarify that the notice of  
1183 commencement expires 1 year after the date of recording;  
1184 removing a perjury clause; providing additional time for service  
1185 when a notice of commencement is not recorded with a copy of the

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COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 897 (2012)

Amendment No. 1

1186 bond attached; amending s. 713.132, F.S.; requiring notice of  
1187 termination to be served on lienors in privity with the owner;  
1188 amending s. 713.16, F.S.; revising requirements for demands for  
1189 a copy of a construction contract and a statement of account;  
1190 authorizing a lienor to make certain written demands to an owner  
1191 for certain written statements; providing requirements for such  
1192 written demands; amending s. 713.18, F.S.; providing additional  
1193 methods by which certain items may be served; revising  
1194 provisions relating to when service of specified items is  
1195 effective; specifying requirements for certain written  
1196 instruments under certain circumstances; amending s. 713.22,  
1197 F.S.; requiring that the clerk serve rather than mail a notice  
1198 of contest of lien; amending s. 713.23, F.S.; revising the  
1199 contents of a notice to contractor; requiring that a contractor  
1200 serve rather than mail a notice of contest of claim against the  
1201 payment bond and a notice of bond; clarifying the attachment of  
1202 the bond to the notice; providing that a provision in a payment  
1203 bond that limits or expands the effective duration of the bond  
1204 or adds conditions precedent is unenforceable; clarifying  
1205 applicability of certain provisions; providing an effective  
1206 date.