

26 reference; revising the process for notarizing a
27 notice of commencement; amending s. 713.132, F.S.;
28 revising requirements for a notice of termination;
29 revising when an owner may record a notice of
30 termination; specifying when a notice of termination
31 terminates the notice of commencement; amending s.
32 713.135, F.S.; providing a definition; providing
33 applicability; making technical changes; providing
34 that an issuing authority is not liable for failing to
35 verify that specified information has been filed;
36 amending s. 713.18, F.S.; requiring service of
37 documents relating to construction bonds to be made in
38 a specified manner; making technical changes; amending
39 s. 713.21, F.S.; authorizing the full or partial
40 release of a lien under specified conditions; amending
41 s. 713.22, F.S.; revising the information required in
42 the notice of contest of lien; amending s. 713.23,
43 F.S.; requiring that a copy of a notice of nonpayment
44 be served on the surety; revising the process for
45 notarizing a notice of nonpayment under a payment
46 bond; amending s. 713.24, F.S.; revising the amount
47 required in addition to the deposit or bond that
48 applies toward attorney fees and costs; requiring the
49 clerk to make a copy of the deposit or bond used to
50 transfer a lien to other security and mail it to the

51 | lienor; repealing s. 713.25, F.S., relating to
 52 | applicability of ch. 65-456; amending s. 713.29, F.S.;
 53 | authorizing attorney fees in actions to enforce a lien
 54 | that has been transferred to security; amending s.
 55 | 95.11, F.S.; conforming a cross-reference; providing
 56 | an effective date.

57 |

58 | Be It Enacted by the Legislature of the State of Florida:

59 |

60 | Section 1. Subsections (8) through (11) of section 255.05,
 61 | Florida Statutes, are renumbered as subsections (7) through
 62 | (10), respectively, paragraph (a) of subsection (2) and present
 63 | subsections (6) and (7) are amended, and a new subsection (11)
 64 | is added to that section, to read:

65 | 255.05 Bond of contractor constructing public buildings;
 66 | form; action by claimants.—

67 | (2)(a)1. If a claimant is no longer furnishing labor,
 68 | services, or materials on a project, a contractor or the
 69 | contractor's agent or attorney may elect to shorten the time
 70 | within which an action to enforce any claim against a payment
 71 | bond must be commenced by recording in the clerk's office a
 72 | notice in substantially the following form:

73 |

74 | NOTICE OF CONTEST OF CLAIM
 75 | AGAINST PAYMENT BOND

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

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

DATED on,

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

The claim of a claimant upon whom such 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 such notice is extinguished automatically. The contractor or the contractor's attorney shall serve a copy of the notice of contest on ~~to~~ the claimant 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.

2. A claimant, except a laborer, who is not in privity with the contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, serve the contractor

101 with a written notice that he or she intends to look to the bond
102 for protection. If the payment bond is not recorded before the
103 commencement of work or before the recommencement of work after
104 a default or abandonment, if applicable, as required by s.
105 255.05(1), then the claimant may serve the contractor with such
106 written notice up to 45 days after the date that the claimant is
107 served with a copy of the bond. A claimant who is not in privity
108 with the contractor and who has not received payment for
109 furnishing his or her labor, services, or materials shall serve
110 a written notice of nonpayment on the contractor and a copy of
111 the notice on the surety. The notice of nonpayment must ~~shall~~ be
112 under oath and served during the progress of the work or
113 thereafter but may not be served earlier than 30 ~~45~~ days after
114 the first furnishing of labor, services, or materials by the
115 claimant or later than 90 days after the final furnishing of the
116 labor, services, or materials by the claimant or, with respect
117 to rental equipment, later than 90 days after the date that the
118 rental equipment was last on the ~~job~~ site of the improvement
119 available for use. Any notice of nonpayment served by a claimant
120 who is not in privity with the contractor which includes sums
121 for retainage must specify the portion of the amount claimed for
122 retainage. An action for the labor, services, or materials may
123 not be instituted against the contractor or the surety unless
124 the notice to the contractor and notice of nonpayment have been
125 served, if required by this section. Notices required or

126 permitted under this section must be served in accordance with
127 s. 713.18. A claimant may not waive in advance his or her right
128 to bring an action under the bond against the surety. In any
129 action brought to enforce a claim against a payment bond under
130 this section, the prevailing party is entitled to recover a
131 reasonable fee for the services of his or her attorney for trial
132 and appeal or for arbitration, in an amount to be determined by
133 the court or arbitrator, which fee must be taxed as part of the
134 prevailing party's costs, as allowed in equitable actions. The
135 time periods for service of a notice of nonpayment or for
136 bringing an action against a contractor or a surety are ~~shall be~~
137 measured from the last day of furnishing labor, services, or
138 materials by the claimant and may not be measured by other
139 standards, such as the issuance of a certificate of occupancy or
140 the issuance of a certificate of substantial completion. The
141 negligent inclusion or omission of any information in the notice
142 of nonpayment that has not prejudiced the contractor or surety
143 does not constitute a default that operates to defeat an
144 otherwise valid bond claim. A claimant who serves a fraudulent
145 notice of nonpayment forfeits his or her rights under the bond.
146 A notice of nonpayment is fraudulent if the claimant has
147 willfully exaggerated the amount unpaid, willfully included a
148 claim for work not performed or materials not furnished for the
149 subject improvement, or prepared the notice with such willful
150 and gross negligence as to amount to a willful exaggeration.

151 However, a minor mistake or error in a notice of nonpayment, or
 152 a good faith dispute as to the amount unpaid, does not
 153 constitute a willful exaggeration that operates to defeat an
 154 otherwise valid claim against the bond. The service of a
 155 fraudulent notice of nonpayment is a complete defense to the
 156 claimant's claim against the bond. The notice of nonpayment
 157 under this subparagraph must include the following information,
 158 current as of the date of the notice, and must be in
 159 substantially the following form:

161 NOTICE OF NONPAYMENT

162
 163 To: ...(name of contractor and address)...

164
 165 ...(name of surety and address)...

166
 167 The undersigned claimant notifies you that:

168 1. Claimant has furnished ...(describe labor, services, or
 169 materials)... for the improvement of the real property
 170 identified as ...(property description).... The corresponding
 171 amount unpaid to date is \$...., of which \$.... is unpaid
 172 retainage.

173 2. Claimant has been paid to date the amount of \$.... for
 174 previously furnishing ...(describe labor, services, or
 175 materials)... for this improvement.

176 3. Claimant expects to furnish ... (describe labor,
 177 services, or materials)... for this improvement in the future
 178 (if known), and the corresponding amount expected to become due
 179 is \$.... (if known).

180
 181 I declare that I have read the foregoing Notice of Nonpayment
 182 and that the facts stated in it are true to the best of my
 183 knowledge and belief.

184
 185 DATED on,

186
 187 ... (signature and address of claimant) ...

188
 189 STATE OF FLORIDA
 190 COUNTY OF

191
 192 The foregoing instrument was sworn to (or affirmed) and
 193 subscribed before me by means of physical presence or sworn to
 194 (or affirmed) by online notarization this day of,
 195 ... (year) ..., by ... (name of signatory)

196
 197 ... (Signature of Notary Public - State of Florida) ...
 198 ... (Print, Type, or Stamp Commissioned Name of Notary
 199 Public) ...

200

201 Personally Known OR Produced Identification

202

203 Type of Identification Produced

204 (6) All payment bond forms used by a public owner and all
 205 payment bonds executed pursuant to this section by a surety
 206 shall make reference to this section by number, shall contain
 207 reference to the notice and time limitation provisions in
 208 subsections (2) and (9)~~(10)~~, and shall comply with the
 209 requirements of paragraph (1)(a).

210 ~~(7) In lieu of the bond required by this section, a~~
 211 ~~contractor may file with the state, county, city, or other~~
 212 ~~political authority an alternative form of security in the form~~
 213 ~~of cash, a money order, a certified check, a cashier's check, an~~
 214 ~~irrevocable letter of credit, or a security of a type listed in~~
 215 ~~part II of chapter 625. Any such alternative form of security~~
 216 ~~shall be for the same purpose and be subject to the same~~
 217 ~~conditions as those applicable to the bond required by this~~
 218 ~~section. The determination of the value of an alternative form~~
 219 ~~of security shall be made by the appropriate state, county,~~
 220 ~~city, or other political subdivision.~~

221 (11) Unless otherwise provided in this section, service of
 222 any document must be made in accordance with s. 713.18.

223 Section 2. Paragraph (c) of subsection (1) of section
 224 337.18, Florida Statutes, is amended, and subsection (6) is
 225 added to that section, to read:

226 337.18 Surety bonds for construction or maintenance
 227 contracts; requirement with respect to contract award; bond
 228 requirements; defaults; damage assessments.—

229 (1)

230 (c) A claimant, except a laborer, who is not in privity
 231 with the contractor shall, before commencing or not later than
 232 90 days after commencing to furnish labor, materials, or
 233 supplies for the prosecution of the work, furnish the contractor
 234 with a notice that he or she intends to look to the bond for
 235 protection. A claimant who is not in privity with the contractor
 236 and who has not received payment for his or her labor,
 237 materials, or supplies shall deliver to the contractor and to
 238 the surety written notice of the performance of the labor or
 239 delivery of the materials or supplies and of the nonpayment. The
 240 notice of nonpayment may be served at any time during the
 241 progress of the work or thereafter but not before 30 ~~45~~ days
 242 after the first furnishing of labor, services, or materials, and
 243 not later than 90 days after the final furnishing of the labor,
 244 services, or materials by the claimant or, with respect to
 245 rental equipment, not later than 90 days after the date that the
 246 rental equipment was last on the ~~job~~ site of the improvement
 247 available for use. An action by a claimant, except a laborer,
 248 who is not in privity with the contractor for the labor,
 249 materials, or supplies may not be instituted against the
 250 contractor or the surety unless both notices have been given.

251 Written notices required or permitted under this section must
 252 ~~may~~ be served in accordance with ~~any manner provided in~~ s.
 253 713.18.

254 (6) Unless otherwise provided in this section, service of
 255 any document must be made in accordance with s. 713.18.

256 Section 3. Subsections (13) through (27) and subsections
 257 (28) and (29) of section 713.01, Florida Statutes, are
 258 renumbered as subsections (14) through (28) and subsections (30)
 259 and (31), respectively, subsections (4), (8), and (12) of that
 260 section are amended, and new subsections (13) and (29) are added
 261 to that section, to read:

262 713.01 Definitions.—As used in this part, the term:

263 (4) "Clerk's office" means the office of the clerk of the
 264 circuit court of the county, or another office serving as the
 265 county recorder as provided by law, in which the real property
 266 is located.

267 (8) "Contractor" means a person other than a materialman
 268 or laborer who enters into a contract with the owner of real
 269 property for improving it, or who takes over from a contractor
 270 as so defined the entire remaining work under such contract. The
 271 term "contractor" includes an architect, landscape architect, or
 272 engineer who improves real property pursuant to a design-build
 273 contract authorized by s. 489.103(16). The term also includes a
 274 licensed general contractor or building contractor, as those
 275 terms are defined in s. 489.105(3)(a) and (b), respectively, who

276 provides construction management services, which include
277 scheduling and coordinating both preconstruction and
278 construction phases for the successful, timely, and economical
279 completion of the construction project or who provides program
280 management services, which include schedule control, cost
281 control, and coordination in providing or procuring planning,
282 design, and construction.

283 (12) "Final furnishing" means the last date that the
284 lienor furnishes labor, services, or materials. Such date may
285 not be measured by other standards, such as the issuance of a
286 certificate of occupancy or the issuance of a certificate of
287 final completion, and does not include the correction of
288 deficiencies in the lienor's previously performed work or
289 materials supplied. With respect to rental equipment, the term
290 means the date that the rental equipment was last on the ~~job~~
291 site of the improvement and available for use. With respect to
292 specially fabricated materials, the term means the date that the
293 last portion of the specially fabricated materials is delivered
294 to the site of the improvement, or if any portion of the
295 specially fabricated materials is not delivered to the site of
296 the improvement by no fault of the lienor, the term means 90
297 days after the date the lienor completes the fabrication or 90
298 days before the expiration of the notice of commencement,
299 whichever is earlier.

300 (13) "Finance charge" means a contractually specified

301 additional amount to be paid by the obligor on any balance that
 302 remains unpaid by the due date set forth in the credit agreement
 303 or other contract.

304 (29) "Specially fabricated materials" means materials
 305 designed and fabricated for use in a particular improvement that
 306 are not generally suited for or readily adaptable for use in a
 307 similar improvement.

308 Section 4. Section 713.011, Florida Statutes, is created
 309 to read:

310 713.011 Computation of time.-

311 (1) In computing any time period for recording a document
 312 or filing an action under this part, if the last day of the time
 313 period is a Saturday, Sunday, legal holiday, or any day observed
 314 as a holiday by the clerk's office, the time period is extended
 315 to the end of the next business day.

316 (2) During a state of emergency declared under chapter 252
 317 in which the clerk's office is closed, the time periods for
 318 recording a document or filing an action under this part are
 319 tolled. Upon the expiration of the declared state of emergency,
 320 the number of days that were remaining for any such time period
 321 on the first day of the declared state of emergency shall
 322 commence on the first business day after the expiration of the
 323 declared state of emergency.

324 (3) For purposes of this section, a federal, state, or
 325 local governmental order closing or directing the closure of the

326 clerk's office for any reason constitutes a state of emergency
 327 and a clerk's office is considered closed if it is not accepting
 328 documents for recording or filing by any means.

329 Section 5. Paragraph (b) of subsection (2) of section
 330 713.10, Florida Statutes, is amended, and subsection (4) is
 331 added to that section, to read:

332 713.10 Extent of liens.—

333 (2)

334 (b) The interest of the lessor is not subject to liens for
 335 improvements made by the lessee when:

336 1. The lease, or a short form or a memorandum of the lease
 337 that contains the specific language in the lease prohibiting
 338 such liability, is recorded in the official records of the
 339 county where the premises are located before the recording of a
 340 notice of commencement for improvements to the premises and the
 341 terms of the lease expressly prohibit such liability; or

342 2. The terms of the lease expressly prohibit such
 343 liability, and a notice advising that leases for the rental of
 344 premises on a parcel of land prohibit such liability has been
 345 recorded in the official records of the county in which the
 346 parcel of land is located before the recording of a notice of
 347 commencement for improvements to the premises, and the notice
 348 includes the following:

349 a. The name of the lessor.

350 b. The legal description of the parcel of land to which

351 the notice applies.

352 c. The specific language contained in the various leases
353 prohibiting such liability.

354 d. A statement that all or a majority of the leases
355 entered into for premises on the parcel of land expressly
356 prohibit such liability.

357 ~~3. The lessee is a mobile home owner who is leasing a
358 mobile home lot in a mobile home park from the lessor.~~

359
360 A notice that is consistent with subparagraph 2. effectively
361 prohibits liens for improvements made by a lessee even if other
362 leases for premises on the parcel do not expressly prohibit
363 liens or if provisions of each lease restricting the application
364 of liens are not identical.

365 (4) The interest of the lessor is not subject to liens for
366 improvements made by the lessee when the lessee is a mobile home
367 owner who is leasing a mobile home lot in a mobile home park
368 from the lessor.

369 Section 6. Paragraphs (a) and (d) of subsection (1) of
370 section 713.13, Florida Statutes, are amended to read:

371 713.13 Notice of commencement.—

372 (1)(a) Except for an improvement that is exempt under
373 ~~pursuant to~~ s. 713.02(5), an owner or the owner's authorized
374 agent before actually commencing to improve any real property,
375 or recommencing completion of any improvement after default or

376 abandonment, whether or not a project has a payment bond
377 complying with s. 713.23, shall record a notice of commencement
378 in the clerk's office and ~~forthwith~~ post either a certified copy
379 thereof or a notarized statement that the notice of commencement
380 has been filed for recording along with a copy thereof. The
381 notice of commencement shall contain all of the following
382 information:

383 1. A description sufficient for identification of the real
384 property to be improved. The description should include the
385 legal description of the property and also should include the
386 street address and tax folio number of the property if available
387 or, if there is no street address available, such additional
388 information as will describe the physical location of the real
389 property to be improved.

390 2. A general description of the improvement.

391 3. The name and address of the owner, the owner's interest
392 in the site of the improvement, and the name and address of the
393 fee simple titleholder, if other than such owner. A lessee who
394 contracts for the improvements is an owner as defined under s.
395 713.01 ~~s. 713.01(23)~~ and must be listed as the owner together
396 with a statement that the ownership interest is a leasehold
397 interest.

398 4. The name and address of the contractor.

399 5. The name and address of the surety on the payment bond
400 under s. 713.23, if any, and the amount of such bond.

426 b. Interest in property:.....

427 c. Name and address of fee simple titleholder (if

428 different from Owner listed above):.....

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

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

431 5. Surety (if applicable, a copy of the payment bond is

432 attached):

433 a. Name and address:.....

434 b. Phone number:.....

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

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

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

438 7. Persons within the State of Florida designated by Owner

439 upon whom notices or other documents may be served as provided

440 by Section 713.13(1)(a)7., Florida Statutes:

441 a. Name and address:.....

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

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

444 of to receive a copy of the Lienor's

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

446 b. Phone number of person or entity designated by

447 owner:.....

448 9. Expiration date of notice of commencement (the

449 expiration date will be 1 year after ~~from~~ the date of recording

450 unless a different date is specified).....

451
 452 WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE
 453 EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER
 454 PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA
 455 STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS
 456 TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND
 457 POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU
 458 INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN
 459 ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF
 460 COMMENCEMENT.

461
 462 ... (Signature of Owner or Lessee, or Owner's or Lessee's
 463 Authorized Officer/Director/Partner/Manager)...

464
 465 ... (Signatory's Title/Office)...

466
 467 The foregoing instrument was acknowledged before me by means of
 468 physical presence or acknowledged before me by means of
 469 online notarization, this day of, ... (year) ..., by
 470 ... (name of person) ... as ... (type of authority, . . . e.g.
 471 officer, trustee, attorney in fact) ... for ... (name of party on
 472 behalf of whom instrument was executed)

473
 474 ... (Signature of Notary Public - State of Florida) ...

475

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

477 |

478 | Personally Known OR Produced Identification

479 |

480 | Type of Identification Produced.....

481 | Section 7. Subsections (1), (3), and (4) of section
482 | 713.132, Florida Statutes, are amended to read:

483 | 713.132 Notice of termination.—

484 | (1) An owner may terminate the period of effectiveness of
485 | a notice of commencement by executing, swearing to, and
486 | recording a notice of termination that contains all of the
487 | following:

488 | (a) The same information as the notice of commencement. ~~†~~

489 | (b) The official records' ~~recording office document book~~
490 | ~~and page~~ reference numbers and recording date affixed by the
491 | recording office on ~~of~~ the recorded notice of commencement. ~~†~~

492 | (c) A statement of the date as of which the notice of
493 | commencement is terminated, which date may not be earlier than
494 | 30 days after the notice of termination is recorded. ~~†~~

495 | (d) A statement specifying that the notice applies to all
496 | the real property subject to the notice of commencement or
497 | specifying the portion of such real property to which it
498 | applies. ~~†~~

499 | (e) A statement that all lienors have been paid in full. ~~†~~

500 | and

501 (f) A statement that the owner has, before recording the
 502 notice of termination, served a copy of the notice of
 503 termination ~~on the contractor and~~ on each lienor who has a
 504 direct contract with the owner or who has timely served a notice
 505 to owner, and a statement that the owner will serve a copy of
 506 the notice of termination on each lienor who timely serves a
 507 notice to owner after the notice of termination has been
 508 recorded. The owner is not required to serve a copy of the
 509 notice of termination on any lienor who has executed a waiver
 510 and release of lien upon final payment in accordance with s.
 511 713.20.

512 (3) An owner may ~~not~~ record a notice of termination at any
 513 time after ~~except after completion of construction, or after~~
 514 ~~construction ceases before completion and~~ all lienors have been
 515 paid in full or pro rata in accordance with s. 713.06(4).

516 (4) If an owner or a contractor, by fraud or collusion,
 517 knowingly makes any fraudulent statement or affidavit in a
 518 notice of termination or any accompanying affidavit, the owner
 519 and the contractor, or either of them, ~~as the case may be,~~ is
 520 liable to any lienor who suffers damages as a result of the
 521 filing of the fraudulent notice of termination, ~~and~~ and any such
 522 lienor has a right of action for damages ~~occasioned thereby.~~

523 (5) ~~(4)~~ A notice of termination must be served before
 524 recording on each lienor who has a direct contract with the
 525 owner and on each lienor who has timely and properly served a

526 notice to owner in accordance with this part before the
 527 recording of the notice of termination. A notice of termination
 528 must be recorded in the official records of the county in which
 529 the improvement is located. If properly served before recording
 530 in accordance with this subsection, the notice of termination
 531 terminates the period of effectiveness of the notice of
 532 commencement 30 days after the notice of termination is recorded
 533 in the official records ~~is effective to terminate the notice of~~
 534 ~~commencement at the later of 30 days after recording of the~~
 535 ~~notice of termination or a later~~ the date stated in the notice
 536 of termination as the date on which the notice of commencement
 537 is terminated. However, if a lienor who began work under the
 538 notice of commencement before its termination lacks a direct
 539 contract with the owner and timely serves his or her notice to
 540 owner after the notice of termination has been recorded, the
 541 owner must serve a copy of the notice of termination upon such
 542 lienor, and the termination of the notice of commencement as to
 543 that lienor is effective 30 days after service of the notice of
 544 termination ~~if the notice of termination has been served~~
 545 ~~pursuant to paragraph (1) (f) on the contractor and on each~~
 546 ~~lienor who has a direct contract with the owner or who has~~
 547 ~~served a notice to owner.~~

548 Section 8. Subsections (1) and (3) of section 713.135,
 549 Florida Statutes, are amended to read:

550 713.135 Notice of commencement and applicability of lien.—

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

553 (a) Print on the face of each permit card in no less than
 554 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR
 555 FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR
 556 PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF
 557 COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE
 558 THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT
 559 WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF
 560 COMMENCEMENT."

561 (b) Provide the applicant and the owner of the real
 562 property upon which improvements are to be constructed with a
 563 printed statement stating that the right, title, and interest of
 564 the person who has contracted for the improvement may be subject
 565 to attachment under the Construction Lien Law. The Department of
 566 Business and Professional Regulation shall furnish, for
 567 distribution, the statement described in this paragraph, and the
 568 statement must be a summary of the Construction Lien Law and
 569 must include an explanation of the provisions of the
 570 Construction Lien Law relating to the recording, and the posting
 571 of copies, of notices of commencement and a statement
 572 encouraging the owner to record a notice of commencement and
 573 post a copy of the notice of commencement in accordance with s.
 574 713.13. The statement must also contain an explanation of the
 575 owner's rights if a lienor fails to furnish the owner with a

576 notice as provided in s. 713.06(2) and an explanation of the
577 owner's rights as provided in s. 713.22. The authority that
578 issues the building permit must obtain from the Department of
579 Business and Professional Regulation the statement required by
580 this paragraph and must mail, deliver by electronic mail or
581 other electronic format or facsimile, or personally deliver that
582 statement to the owner or, in a case in which the owner is
583 required to personally appear to obtain the permit, provide that
584 statement to any owner making improvements to real property
585 consisting of a single or multiple family dwelling up to and
586 including four units. However, the failure by the authorities to
587 provide the summary does not subject the issuing authority to
588 liability.

589 (c) In addition to providing the owner with the statement
590 as required by paragraph (b), inform each applicant who is not
591 the person whose right, title, and interest is subject to
592 attachment that, as a condition to the issuance of a building
593 permit, the applicant must promise in good faith that the
594 statement will be delivered to the person whose property is
595 subject to attachment.

596 (d) Furnish to the applicant two or more copies of a form
597 of notice of commencement conforming with s. 713.13.

598 (e) Require ~~If the direct contract is greater than \$2,500,~~
599 the applicant to shall file with the issuing authority before
600 ~~prior to~~ the first inspection ~~either a certified~~ copy of the

601 ~~recorded~~ notice of commencement if the direct contract is
 602 greater than \$2,500. For purposes of this paragraph, the term
 603 "copy of the notice of commencement" means a certified copy of
 604 the recorded notice of commencement, ~~or~~ a notarized statement
 605 that the notice of commencement has been filed for recording,
 606 along with a copy thereof, or the clerk's office official
 607 records identifying information that includes the instrument
 608 number for the notice of commencement or the number and page of
 609 book where the notice of commencement is recorded, as identified
 610 by the clerk.

611 1. In the absence of the filing of a ~~certified~~ copy of the
 612 ~~recorded~~ notice of commencement, the issuing authority or a
 613 private provider performing inspection services may not perform
 614 or approve subsequent inspections until the applicant files by
 615 mail, facsimile, hand delivery, or any other means such
 616 ~~certified~~ copy with the issuing authority.

617 2. The ~~certified~~ copy of the notice of commencement must
 618 contain the name and address of the owner, the name and address
 619 of the contractor, and the location or address of the property
 620 being improved. The issuing authority shall verify that the name
 621 and address of the owner, the name of the contractor, and the
 622 location or address of the property being improved which is
 623 contained in the ~~certified~~ copy of the notice of commencement is
 624 consistent with the information in the building permit
 625 application.

626 3. The issuing authority shall provide the recording
627 information on the ~~certified~~ copy of the ~~recorded~~ notice of
628 commencement to any person upon request.

629 4. This subsection does not require the recording of a
630 notice of commencement before ~~prior to~~ the issuance of a
631 building permit. If a local government requires a separate
632 permit or inspection for installation of temporary electrical
633 service or other temporary utility service, land clearing, or
634 other preliminary site work, such permits may be issued and such
635 inspections may be conducted without providing the issuing
636 authority with a ~~certified~~ copy of the ~~a recorded~~ notice of
637 commencement ~~or a notarized statement regarding a recorded~~
638 ~~notice of commencement. This subsection does not apply to a~~
639 ~~direct contract to repair or replace an existing heating or air-~~
640 ~~conditioning system in an amount less than \$7,500.~~

641 (f) ~~(e)~~ Not require that a notice of commencement be
642 recorded as a condition of the application for, or processing or
643 issuance of, a building permit. However, this paragraph does not
644 modify or waive the inspection requirements set forth in this
645 subsection.

646
647 This subsection does not apply to a direct contract to repair or
648 replace an existing heating or air-conditioning system in an
649 amount less than \$7,500.

650 (3) An issuing authority under subsection (1) is not

651 liable in any civil action for the failure to verify that a
 652 certified copy of the recorded notice of commencement, a
 653 notarized statement that the notice of commencement has been
 654 filed for recording along with a copy thereof, or the clerk's
 655 office official records identifying information that includes
 656 the instrument number for the notice of commencement or the
 657 number and page of book where the notice of commencement is
 658 recorded, as identified by the clerk, has been filed in
 659 accordance with this section.

660 Section 9. Section 713.18, Florida Statutes, is amended to
 661 read:

662 713.18 Manner of serving documents ~~notices and other~~
 663 ~~instruments.~~-

664 (1) Unless otherwise specifically provided by law, service
 665 of any document ~~notices, claims of lien, affidavits,~~
 666 ~~assignments, and other instruments~~ permitted or required under
 667 this part, s. 255.05, or s. 337.18, or copies thereof when so
 668 permitted or required, ~~unless otherwise specifically provided in~~
 669 ~~this part,~~ must be made by one of the following methods:

670 (a) By hand ~~actual~~ delivery to the person to be served; if
 671 a partnership, to one of the partners; if a corporation, to an
 672 officer, director, managing agent, or business agent; or, if a
 673 limited liability company, to a member or manager.

674 (b) By common carrier delivery service or by registered,
 675 Global Express Guaranteed, or certified mail to the person to be

676 served, with postage or shipping paid by the sender and with
 677 evidence of delivery, which may be in an electronic format.

678 (c) By posting on the site of the improvement if service
 679 as provided by paragraph (a) or paragraph (b) cannot be
 680 accomplished.

681 (2) Notwithstanding subsection (1), service of a notice to
 682 owner or a preliminary notice to contractor under this part, s.
 683 255.05, or s. 337.18,~~or s. 713.23~~ is effective as of the date
 684 of mailing and the requirements for service under this section
 685 have been satisfied if all of the following requirements have
 686 been met:

687 (a) The notice is mailed by registered, Global Express
 688 Guaranteed, or certified mail, with postage prepaid, to the
 689 person to be served and addressed as prescribed ~~at any of the~~
 690 ~~addresses set forth~~ in subsection (3).~~;~~

691 (b) The notice is mailed within 40 days after the date the
 692 lienor first furnishes labor, services, or materials.~~;~~ ~~and~~

693 (c)1. The person who served the notice maintains a
 694 registered or certified mail log that shows the registered or
 695 certified mail number issued by the United States Postal
 696 Service, the name and address of the person served, and the date
 697 stamp of the United States Postal Service confirming the date of
 698 mailing; or

699 2. The person who served the notice maintains ~~electronic~~
 700 tracking records approved or generated by the United States

701 Postal Service containing the postal tracking number, ~~the name~~
 702 ~~and address of the person served,~~ and verification of the date
 703 of receipt by the United States Postal Service.

704 (3)(a) Notwithstanding subsection (1), service of a
 705 document under an instrument pursuant to this section is
 706 effective on the date of mailing or shipping, and the
 707 requirements for service under this section have been satisfied,
 708 ~~the instrument~~ if the document ~~is~~:

709 1. Is sent to the last address shown in the notice of
 710 commencement or any amendment thereto or, in the absence of a
 711 notice of commencement, to the last address shown in the
 712 building permit application, or to the last known address of the
 713 person to be served. ~~;~~ ~~and~~

714 2. Is returned as being "refused," "moved, not
 715 forwardable," or "unclaimed," or is otherwise not delivered or
 716 deliverable through no fault of the person serving the document
 717 ~~item~~.

718 (b) If the address shown in the notice of commencement or
 719 any amendment thereto ~~to the notice of commencement,~~ or, in the
 720 absence of a notice of commencement, in the building permit
 721 application, is incomplete for purposes of mailing or delivery,
 722 the person serving the document ~~item~~ may complete the address
 723 and properly format it according to United States Postal Service
 724 addressing standards using information obtained from the
 725 property appraiser or another public record without affecting

726 the validity of service under this section.

727 (4) A document ~~notice~~ served by a lienor on one owner or
 728 one partner of a partnership owning the real property is deemed
 729 served on ~~notice to~~ all owners and partners.

730 Section 10. Section 713.21, Florida Statutes, is amended
 731 to read:

732 713.21 Discharge of lien.—A lien properly perfected under
 733 this chapter may be discharged, or released in whole or in part,
 734 by any of the following methods:

735 (1) By entering satisfaction of the lien upon the margin
 736 of the record thereof in the clerk's office when not otherwise
 737 prohibited by law. This satisfaction shall be signed by the
 738 lienor, the lienor's agent or attorney and attested by said
 739 clerk. Any person who executes a claim of lien has ~~shall have~~
 740 authority to execute a satisfaction in the absence of actual
 741 notice of lack of authority to any person relying on the same.

742 (2) By the satisfaction or release of the lienor, duly
 743 acknowledged and recorded in the clerk's office. The
 744 satisfaction or release must include the lienor's notarized
 745 signature and set forth the official records' reference numbers
 746 and recording date affixed by the recording office on the
 747 subject lien. Any person who executes a claim of lien has ~~shall~~
 748 ~~have~~ authority to execute a satisfaction or release in the
 749 absence of actual notice of lack of authority to any person
 750 relying on the same.

751 (3) By failure to begin an action to enforce the lien
 752 within the time prescribed in this part.

753 (4) By an order of the circuit court of the county where
 754 the property is located, as provided in this subsection. Upon
 755 filing a complaint therefor by any interested party the clerk
 756 shall issue a summons to the lienor to show cause within 20 days
 757 why his or her lien should not be enforced by action or vacated
 758 and canceled of record. Upon failure of the lienor to show cause
 759 why his or her lien should not be enforced or the lienor's
 760 failure to commence such action before the return date of the
 761 summons the court shall forthwith order cancellation of the
 762 lien.

763 (5) By recording in the clerk's office the original or a
 764 certified copy of a judgment or decree of a court of competent
 765 jurisdiction showing a final determination of the action.

766 Section 11. Subsection (2) of section 713.22, Florida
 767 Statutes, is amended to read:

768 713.22 Duration of lien.—

769 (2) An owner or the owner's attorney may elect to shorten
 770 the time prescribed in subsection (1) within which to commence
 771 an action to enforce any claim of lien or claim against a bond
 772 or other security under s. 713.23 or s. 713.24 by recording in
 773 the clerk's office a notice in substantially the following form:

774 NOTICE OF CONTEST OF LIEN

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

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

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

783 The lien of any lienor upon whom such recorded notice is served
 784 and who fails to institute a suit to enforce his or her lien
 785 within 60 days after service of such recorded notice shall be
 786 extinguished automatically. The clerk shall serve, in accordance
 787 with s. 713.18, a copy of the recorded notice of contest to the
 788 lien claimant at the address shown in the claim of lien or most
 789 recent amendment thereto and shall certify to such service and
 790 the date of service on the face of the notice and record the
 791 notice.

792 Section 12. Paragraphs (d) and (e) of subsection (1) of
 793 section 713.23, Florida Statutes, are amended to read:

794 713.23 Payment bond.—

795 (1)

796 (d) In addition, a lienor who has not received payment for
 797 furnishing his or her labor, services, or materials must, as a
 798 condition precedent to recovery under the bond, serve a written
 799 notice of nonpayment on ~~to~~ the contractor and a copy of the
 800 notice on the surety. The notice must be under oath and served

801 during the progress of the work or thereafter, but may not be
 802 served later than 90 days after the final furnishing of labor,
 803 services, or materials by the lienor, or, with respect to rental
 804 equipment, later than 90 days after the date the rental
 805 equipment was on the ~~job~~ site of the improvement and available
 806 for use. A notice of nonpayment that includes sums for retainage
 807 must specify the portion of the amount claimed for retainage.
 808 The required notice satisfies this condition precedent with
 809 respect to the payment described in the notice of nonpayment,
 810 including unpaid finance charges due under the lienor's
 811 contract, and with respect to any other payments which become
 812 due to the lienor after the date of the notice of nonpayment.
 813 The time period for serving a notice of nonpayment is ~~shall be~~
 814 measured from the last day of furnishing labor, services, or
 815 materials by the lienor and may not be measured by other
 816 standards, such as the issuance of a certificate of occupancy or
 817 the issuance of a certificate of substantial completion. The
 818 failure of a lienor to receive retainage sums not in excess of
 819 10 percent of the value of labor, services, or materials
 820 furnished by the lienor is not considered a nonpayment requiring
 821 the service of the notice provided under this paragraph. If the
 822 payment bond is not recorded before commencement of
 823 construction, the time period for the lienor to serve a notice
 824 of nonpayment may, at the option of the lienor, be calculated
 825 from the date specified in this section or the date the lienor

826 is served a copy of the bond. However, the limitation period for
 827 commencement of an action on the payment bond as established in
 828 paragraph (e) may not be expanded. The negligent inclusion or
 829 omission of any information in the notice of nonpayment that has
 830 not prejudiced the contractor or surety does not constitute a
 831 default that operates to defeat an otherwise valid bond claim. A
 832 lienor who serves a fraudulent notice of nonpayment forfeits his
 833 or her rights under the bond. A notice of nonpayment is
 834 fraudulent if the lienor has willfully exaggerated the amount
 835 unpaid, willfully included a claim for work not performed or
 836 materials not furnished for the subject improvement, or prepared
 837 the notice with such willful and gross negligence as to amount
 838 to a willful exaggeration. However, a minor mistake or error in
 839 a notice of nonpayment, or a good faith dispute as to the amount
 840 unpaid, does not constitute a willful exaggeration that operates
 841 to defeat an otherwise valid claim against the bond. The service
 842 of a fraudulent notice of nonpayment is a complete defense to
 843 the lienor's claim against the bond. The notice under this
 844 paragraph must include the following information, current as of
 845 the date of the notice, and must be in substantially the
 846 following form:

847
 848 NOTICE OF NONPAYMENT

849
 850 To ... (name of contractor and address) ...

851
852 ... (name of surety and address) ...

853
854 The undersigned lienor notifies you that:

855 1. The lienor has furnished ... (describe labor, services,
856 or materials) ... for the improvement of the real property
857 identified as ... (property description) The corresponding
858 amount unpaid to date is \$...., of which \$.... is unpaid
859 retainage.

860 2. The lienor has been paid to date the amount of \$....
861 for previously furnishing ... (describe labor, services, or
862 materials) ... for this improvement.

863 3. The lienor expects to furnish ... (describe labor,
864 services, or materials) ... for this improvement in the future
865 (if known), and the corresponding amount expected to become due
866 is \$.... (if known).

867
868 I declare that I have read the foregoing Notice of Nonpayment
869 and that the facts stated in it are true to the best of my
870 knowledge and belief.

871
872 DATED on,

873
874 ... (signature and address of lienor) ...

875

876 STATE OF FLORIDA
 877 COUNTY OF.....

878
 879 The foregoing instrument was sworn to (or affirmed) and
 880 subscribed before me by means of physical presence or sworn to
 881 (or affirmed) by online notarization, this day of,
 882 ...(year)..., by ...(name of signatory)....

883 ...(Signature of Notary Public - State of Florida)...
 884 ...(Print, Type, or Stamp Commissioned Name of Notary
 885 Public)...

886
 887 Personally Known OR Produced Identification

888
 889 Type of Identification Produced

890 (e) An action for the labor, or materials, or supplies may
 891 not be instituted or prosecuted against the contractor or surety
 892 unless both notices have been given, if required by this
 893 section. An action may not be instituted or prosecuted against
 894 the contractor or against the surety on the bond under this
 895 section after 1 year from the performance of the labor or
 896 completion of delivery of the materials and supplies. The time
 897 period for bringing an action against the contractor or surety
 898 on the bond is ~~shall be~~ measured from the last day of furnishing
 899 labor, services, or materials by the lienor. The time period may
 900 not be measured by other standards, such as the issuance of a

901 certificate of occupancy or the issuance of a certificate of
 902 substantial completion. A contractor or the contractor's
 903 attorney may elect to shorten the time within which an action to
 904 enforce any claim against a payment bond provided under this
 905 section or s. 713.245 must be commenced at any time after a
 906 notice of nonpayment, if required, has been served for the claim
 907 by recording in the clerk's office a notice in substantially the
 908 following form:

909 NOTICE OF CONTEST OF CLAIM

910 AGAINST PAYMENT BOND

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

912 You are notified that the undersigned contests your notice
 913 of nonpayment, dated,, and served on the undersigned
 914 on,, and that the time within which you may file suit
 915 to enforce your claim is limited to 60 days after ~~from~~ the date
 916 of service of this notice.

917 DATED on,

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

919 The claim of any lienor upon whom the notice is served and who
 920 fails to institute a suit to enforce his or her claim against
 921 the payment bond within 60 days after service of the notice
 922 shall be extinguished automatically. The contractor or the
 923 contractor's attorney shall serve a copy of the notice of
 924 contest to the lienor at the address shown in the notice of
 925 nonpayment or most recent amendment thereto and shall certify to

926 such service on the face of the notice and record the notice.

927 Section 13. Subsections (1) and (3) of section 713.24,
 928 Florida Statutes, are amended to read:

929 713.24 Transfer of liens to security.—

930 (1) Any lien claimed under this part may be transferred,
 931 by any person having an interest in the real property upon which
 932 the lien is imposed or the contract under which the lien is
 933 claimed, from such real property to other security by either:

934 (a) Depositing in the clerk's office a sum of money, or

935 (b) Filing in the clerk's office a bond executed as surety
 936 by a surety insurer licensed to do business in this state,

937
 938 either to be in an amount equal to the amount demanded in such
 939 claim of lien, plus interest thereon at the legal rate for 3
 940 years, plus \$5,000 ~~\$1,000~~ or 25 percent of the amount demanded
 941 in the claim of lien, whichever is greater, to apply on any
 942 attorney ~~attorney's~~ fees and court costs that may be taxed in
 943 any proceeding to enforce said lien. Such deposit or bond shall
 944 be conditioned to pay any judgment or decree which may be
 945 rendered for the satisfaction of the lien for which such claim
 946 of lien was recorded. Upon making such deposit or filing such
 947 bond, the clerk shall make and record a certificate which must
 948 include a copy of the deposit or bond used to transfer, showing
 949 the transfer of the lien from the real property to the security
 950 and shall mail a copy thereof together with a copy of the

951 deposit or bond used to transfer by registered or certified mail
952 to the lienor named in the claim of lien so transferred, at the
953 address stated therein. Upon filing the certificate of transfer,
954 the real property shall thereupon be released from the lien
955 claimed, and such lien shall be transferred to said security. In
956 the absence of allegations of privity between the lienor and the
957 owner, and subject to any order of the court increasing the
958 amount required for the lien transfer deposit or bond, no other
959 judgment or decree to pay money may be entered by the court
960 against the owner. The clerk is ~~shall be~~ entitled to a service
961 charge for making and serving the certificate, in the amount of
962 up to \$20, from which the clerk shall remit \$5 to the Department
963 of Revenue for deposit into the General Revenue Fund. If the
964 transaction involves the transfer of multiple liens, an
965 additional charge of up to \$10 for each additional lien shall be
966 charged, from which the clerk shall remit \$2.50 to the
967 Department of Revenue for deposit into the General Revenue Fund.
968 For recording the certificate and approving the bond, the clerk
969 shall receive her or his usual statutory service charges as
970 prescribed in s. 28.24. Any number of liens may be transferred
971 to one such security.

972 (3) Any party having an interest in such security or the
973 property from which the lien was transferred may at any time,
974 and any number of times, file a complaint in chancery in the
975 circuit court of the county where such security is deposited, or

976 file a motion in a pending action to enforce a lien, for an
 977 order to require additional security, reduction of security,
 978 change or substitution of sureties, payment of discharge
 979 thereof, or any other matter affecting said security. If the
 980 court finds that the amount of the deposit or bond in excess of
 981 the amount claimed in the claim of lien is insufficient to pay
 982 the lienor's attorney ~~attorney's~~ fees and court costs incurred
 983 in the action to enforce the lien, the court must increase the
 984 amount of the cash deposit or lien transfer bond. Nothing in
 985 this section shall be construed to vest exclusive jurisdiction
 986 in the circuit courts over transfer bond claims for nonpayment
 987 of an amount within the monetary jurisdiction of the county
 988 courts.

989 Section 14. Section 713.25, Florida Statutes, is repealed.

990 Section 15. Section 713.29, Florida Statutes, is amended
 991 to read:

992 713.29 Attorney ~~Attorney's~~ fees.—In any action brought to
 993 enforce a lien, including a lien that has been transferred to
 994 security, or to enforce a claim against a bond under this part,
 995 the prevailing party is entitled to recover a reasonable fee for
 996 the services of her or his attorney for trial and appeal or for
 997 arbitration, in an amount to be determined by the court, which
 998 fee must be taxed as part of the prevailing party's costs, as
 999 allowed in equitable actions.

1000 Section 16. Paragraph (b) of subsection (2) and paragraph

1001 (e) of subsection (5) of section 95.11, Florida Statutes, are
 1002 amended to read:
 1003 95.11 Limitations other than for the recovery of real
 1004 property.—Actions other than for recovery of real property shall
 1005 be commenced as follows:
 1006 (2) WITHIN FIVE YEARS.—
 1007 (b) A legal or equitable action on a contract, obligation,
 1008 or liability founded on a written instrument, except for an
 1009 action to enforce a claim against a payment bond, which shall be
 1010 governed by the applicable provisions of paragraph (5)(e), s.
 1011 255.05(9) ~~s. 255.05(10)~~, s. 337.18(1), or s. 713.23(1)(e), and
 1012 except for an action for a deficiency judgment governed by
 1013 paragraph (5)(h).
 1014 (5) WITHIN ONE YEAR.—
 1015 (e) Except for actions governed by s. 255.05(9) ~~s.~~
 1016 ~~255.05(10)~~, s. 337.18(1), or s. 713.23(1)(e), an action to
 1017 enforce any claim against a payment bond on which the principal
 1018 is a contractor, subcontractor, or sub-subcontractor as defined
 1019 in s. 713.01, for private work as well as public work, from the
 1020 last furnishing of labor, services, or materials or from the
 1021 last furnishing of labor, services, or materials by the
 1022 contractor if the contractor is the principal on a bond on the
 1023 same construction project, whichever is later.
 1024 Section 17. This act shall take effect July 1, 2022.