

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PAINTED GALVANIZED STEEL AND ALUMINUM STRUCTURES
WARRANTY BOND**

375-020-65
CONSTRUCTION
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KNOW ALL MEN BY THESE PRESENTS: That we [Fabricator Name]

having its principal place of business at [Street Address, City, State, Zip and Phone #]

(hereinafter "Principal") and _____

(hereinafter "Surety"), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, having its principal place of business at [Home Office City, State, Zip]

are held and firmly bound unto the State of Florida, in the full and just penal sum of _____

DOLLARS (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Transportation, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the above-bound Principal has applied to the State of Florida Department of Transportation (hereinafter "Department"), to become a Prequalified Fabricator of Painted Galvanized Steel Mast Arms, Strain Poles, Monotube Assemblies, and Conventional Light Poles and/or Aluminum Light Poles, Pedestals, and Posts (hereinafter collectively "Products"); and

WHEREAS, the above-bound Principal has already and/or intends to provide one or more of the Products for installation as a part of the work on one or more Department projects during the period from (Date _____) to the subsequent June 30th, _____ (Year -Note all annual bond renewals subsequent to initial bond should be from July 1st to June 30th of the following year); and,

WHEREAS, it is one of the conditions to the addition of Principal to, or the continuation of Principal on, the Department's Approved Products List for the supply of the aforementioned Products that these presents be executed on an annual basis;

NOW, THEREFORE, the condition of this Bond is that the above-bound Principal shall in all respects comply with any "Assumption of Obligations by a Fabricator as the Responsible Party for Color and Adhesion Warranties on Painted Galvanized and Aluminum Structures", Department Form No. 700-010-20 (referred to herein as "Assumption of Obligations") which the Principal executes regarding the installation of the Products during the term of this Bond or which the Principal has executed during the previous five calendar years, subject, however, to the following:

1. The term of this Bond commences on the ____ day of _____, 20__ and continues until the subsequent June 30th. Subject to paragraph 5 below, this Bond covers any and all coating system color retention failure warranty issues and all coating system adhesion failure warranty issues as to which the Department provides Principal or Surety written notice of during the term of this Bond, or as may be otherwise extended pursuant to paragraph 5 below.
2. The aggregate liability of the Surety for the term of this Bond, including extended liability pursuant to paragraph 5 below, and expressly including the current Bond term and the five previous calendar years cumulatively, shall not exceed the penal sum stated above regardless of the number of Products furnished by the Principal, the number of Assumptions of Obligations executed, the number of Department contracts on which Principal's Products are used during said six year period, the number of years this Bond may be annually renewed and remains in effect, or the number of premiums paid.
3. Claims under this Bond may only be initiated during the term of this Bond, or as such claim period may be otherwise extended pursuant to paragraph 5 below. To initiate any claim under this Bond, the Department must notify the Surety of that claim in writing during the term of this Bond, or as otherwise applicable pursuant to paragraph 5 below.
4. The Department must notify Surety in writing of any claim under this Bond not more than five (5) years from the date of the Department's Final Acceptance of the contract under which the Products were installed pursuant to

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articles 5-11 or 9-8 of the contract specifications where such contract is also identified in the Assumption of Obligations as to which the Department asserts the Principal has failed to perform its obligations.

5. Notwithstanding anything to the contrary contained in paragraphs 1 and 3 above, if the Principal does not furnish a bond acceptable to the Department for the period commencing on the July 1 following the expiration of the term of this Bond, the Principal and Surety shall remain liable to the Department for any breach by Principal of its obligations under any Assumption of Obligations executed prior to the expiration of the term of this Bond, regardless of whether the Assumption of Obligations was executed prior to or during the term of this Bond; provided, however, that the Department shall give the Principal and Surety written notice of said breach within no later than five years following the expiration of the term of this Bond and within the five (5) year period set forth in paragraph 4 above. Any extended liability of the Surety under this paragraph is a part of, not an addition to, the penal sum of this Bond as set forth above.

WITNESS the signature of the Principal [Fabricator Name] _____
and the signature of the Surety _____ its
(Agent or Attorney-in-Fact) _____
with the seals of said Principal and Surety hereunto affixed this ____ day of _____, ____.

Complete the following

Fabricator's Name and Address and Telephone Number Seal

Authorized Signature, Fabricator / (Printed Name) (Title) / Date

Surety's Name and Address and Telephone Number Seal

Authorized Signature, Surety's Agent / (Printed Name) (Title) / Date
Or Surety's Attorney-in-Fact

Authorized Signature, FDOT / (Printed Name) (Title) / Date

Fabricator shall record this bond in the official records of the Clerk of Court of Leon County.