



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 N.W. 21 St. Miami, FL 33142

www.mdxway.com

WARRANTY BOND

MDX PROCUREMENT / CONTRACT NO.: _____

MDX WORK PROGRAM NO(S): _____

MDX PROJECT / SERVICE TITLE: _____

Bond No.: _____

Know All Men By These Presents,

That we, _____ (Name)

of _____ (Address),

hereinafter called **Principal**, and _____ (Name)

of _____ (Address),

hereinafter called the **Surety**, are held and firmly bound unto the Miami-Dade Expressway Authority, hereinafter called

the **Obligee** or MDX, in the full and just sum of _____ Dollars

(\$ _____) for the payment whereof we hereby bind ourselves and each of us and each of our heirs,

executors, administrators, successors and assigns, jointly and severally, this ____ day of _____, 20__.

WHEREAS, the Principal has heretofore entered into a contract with the Obligee dated, _____

for _____ to be performed in accordance with

the contract documents, including, but not limited to, special provisions, supplemental and standard specifications,

drawings, supplemental agreements and change orders, all of which are by reference incorporated herein and made a

part hereof, and hereinafter referred to as the Contract or Contract Documents; and

WHEREAS, said Contract Documents provide that the Principal will furnish a warranty bond for the repair or

replacement of any expansion joints that exhibit cohesive or adhesive failure, material failure due to weathering,

abrasion or tear failure from normal use and leakage or the joint, survival and condition of all items pursuant to and as

more specifically provided for in the Contract Documents.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall remedy any defects and make any

repairs, replacements, and perform all warranty work as may be required by Standard Specification 461-3 and the

Contract Documents and pay to and indemnify the Obligee against any loss, cost, damage or expense the Obligee may

incur by reason of such defective work and/or failure of the Principal to perform or satisfactorily complete warranty

work as required by the Contract Documents and this Bond, then this obligation shall be void; otherwise, it shall remain

in full force and effect.

The warranty period covered by this Bond is for _____ () years after MDX's final acceptance of all Work required by the Contract Documents, as more specifically provided for in the Contract Documents.

This Bond shall apply to all defects and required warranty work that are identified, occur, appear or manifest themselves within the warranty period specified by the Contract Documents and this Bond and for which the Obligee has given written notice to the Principal and Surety during or within thirty (30) days after the expiration of the five-year warranty period.

Whenever MDX notifies Surety that MDX has declared Principal in default under the above-mentioned Contract, Surety shall, at Surety's expense, within thirty (30) days of said default, take one of the following actions to correct any breach by Principal:

- a. Begin to take affirmative action to arrange for Principal, with consent of MDX, to promptly, faithfully, and fully perform the Warranty Work; or
- b. Begin to take affirmative action to undertake to perform and complete the Warranty Work itself, through its agents or through independent contractors; or
- c. Begin to take affirmative action to obtain bids or negotiated bids from qualified contractors acceptable to MDX for completing the Warranty Work in accordance with the Contract Documents, arrange for contract execution between MDX and the contractor with a new bond executed by a qualified surety acceptable to MDX equivalent to this Bond issued for the Warranty, and make available, as work progresses, sufficient funds to pay the cost of completion of the Warranty Work, but not exceeding, including other costs and damages for which Surety may be liable.

In the event that Surety shall have failed to begin to correct such default(s) pursuant to the Warranty within the time prescribed therein, Surety shall be deemed to be in default and MDX shall be entitled to enforce any remedy available to MDX against Surety.

Should the Principal be declared to be in default under the Contract Documents, the Surety shall be obligated to pay MDX all liquidated damages assessed against the Principal because of the default which were not withheld from the Contract proceeds.

Surety shall provide MDX with thirty (30) days' written notice of Principal's default prior to Surety terminating, suspending or revoking this Bond.

Any changes in or under the Contract Documents and in compliance or noncompliance with formalities connected with the Contract Documents or alterations that may be made in the terms of the said Contract Documents, or in the Work to be done under it, or the giving by MDX of any extension of time for the performance of said Contract, or to related subcontracts, purchase orders and other obligations, or any other forbearance on the part of MDX or Principal to the other, shall not affect the obligation of the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

As part of the obligation secured hereby and in addition to the amount stated in this Bond, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by the Obligee in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The parties acknowledge that each has shared equally in the drafting and construction of this Bond and accordingly, no court construing this Bond shall construe it more strictly against one party than the other and every covenant, term and provision of this Bond shall be construed simply according to its fair meaning.

WITNESS the signature of the Principal and the signature of the Surety by _____
its _____ (Agent or Attorney-in-Fact) with the seals of said Contractor and
Surety affixed this ____ day of _____ in the year of 20__.

Principal Name: _____	(Affix Seal)
Authorized Signature: _____	
Name & Title (Print): _____	
*Signature: _____	
Name & Title (Print) : _____	

*In the event of a Partnership both signature and printed name of two (2) partners must be affixed.

Organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.	
Countersigned: _____	
_____	_____
Florida Resident Agent	Surety Company Name
(Print) _____	
	(Affix Seal)
Print information below (Florida resident Agent ONLY; whether in Attorney-in-Fact or Countersignature role):	By: _____ Attorney-in-Fact (Surety)
Name: _____	
Business Address: _____	
Telephone: _____	
<input type="checkbox"/> Above Signatory is also Florida Resident (check if applicable and complete business name, address and telephone number block. If not, have such an agent countersign and complete block)	
NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.	