

**For Clerk of the Court
Recording Purposes**

Return to: Contracts Manager
Tampa-Hillsborough Expressway Authority
1104 East Twiggs St., Suite 300
Tampa, FL 33602
BOND NO: _____

PERFORMANCE BOND – DESIGN AND IMPLEMENTATION PHASE

BY THIS BOND, We, _____, a _____ corporation, as **Principal**, and _____, a _____ corporation, as **Surety**, located at _____ are bound to the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20____ between Principal and Owner for the _____ at the Tampa Hillsborough County Expressway Authority, Request for Proposals (RFP) Contract No. _T-2325____, at the times and in the manner prescribed in the contract, including the correction of any defective work, the Contract being made a part of this bond by reference, and
2. Pays Owner all loss, damages including delay damages, including but not limited to liquidated damages, costs, and attorney's fees, including appellate proceedings, that Owner sustains due to the conduct of the Principal under the Contract including but not limited to, breach or default by Principal under the Contract; or the negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees, or any other person or entity from whom the Principal is responsible; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract for all Work associated with the Design and Implementation Phase of the Operational Back Office System (OBOS), and any applicable warranty period,

then this bond is void; otherwise it remains in full force.

4. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is In effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.
5. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the owner harmless from any and all loss, damage, cost and expense, Including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

6. The Surety's obligations hereunder shall be direct and Immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Owner to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding Initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, In the absence of this clause, result In the release or discharge by operation of law of the Surety from its obligations hereunder.

The Surety, for value received, agrees that any changes, extensions of time, or additions to the Terms of the Contract Documents, and neither compliance nor noncompliance with any formalities connected with the Contract or the changes shall not affect Surety's obligation under this bond. Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease In accordance with approved changes or other modifications to the Contract.

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

DATED ON: _____, 20_____.

Name of Principal (Contractor):

Name of Surety:

By: _____

By: _____

Attorney in Fact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

Fax No. _____

Fax No. _____

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and "Power of Attorney" from Surety)

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20____ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

~~This form complies with Section 255.05, Florida Statutes~~

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: _____

PROPOSER:

Name: _____

Address: _____

Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER:

Name: _____

Address: _____

Telephone: _____

Before me, the undersigned authority, personally appeared, _____ on this ____ day of _____ 20__ who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this ____ day of _____, 20__ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did take an oath.

[Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.] _____

Notary Public

Printed Name of Notary

My Commission Expires:

(Serial Number, if any)

**For Clerk of the Court
Recording Purposes**

Return to: Contracts Manager
Tampa Hillsborough Expressway Authority
1104 East Twiggs St., Suite 300
Tampa, FL 33602

BOND NO: _____

PAYMENT BOND – DESIGN AND IMPLEMENTATION PHASE

BY THIS BOND, We, _____, a _____ corporation, as **Principal**, and _____, a _____ corporation, as **Surety**, located at _____ are bound to the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants, ~~as defined in Section 255.05(1), Florida Statutes,~~ supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated _____, 20 ____ between Principal and Owner for the _____ (RFP No. _____), the Contract being made a part of this bond by reference; and
2. Pays Owner all loss, damages expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract related to payment for such labor, materials, or supplies furnished to the Principal, then this bond is void; otherwise it remains in full force.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Contract granted by Owner to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding Initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, In the absence of this clause, result In the release or discharge by operation of law of the Surety from its obligations hereunder.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease In accordance with approved changes or other modifications to the Contract.

Certain claimants seeking the protection of this Bond must timely comply with the strict requirements ~~set forth in Section 255.05, Florida Statutes, and as otherwise~~ provided by law.

DATED ON: _____, 20_____.

Name of Principal (Contractor):

Name of Surety:

By: _____

By: _____

Attorney in Fact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

Fax No. _____

Fax No. _____

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and
"Power of Attorney" from Surety)

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20____ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

**This form complies with
Section 255.05, Florida Statutes**

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: _____

PROPOSER:

Name: _____

Address: _____

Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER:

Name: _____

Address: _____

Telephone: _____

Before me, the undersigned authority, personally appeared, _____ on this ____ day of _____ 20__ who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this ____ day of _____, 20__ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did take an oath.

[Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.] _____

Notary Public

Printed Name of Notary

My Commission Expires:

(Serial Number, if any)

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For Clerk of the Court

Recording Purposes
 Return to: Contracts Manager
 Tampa-Hillsborough Expressway Authority
 1104 East Twiggs St., Suite 300
 Tampa, FL 33602
 BOND NO: _____

PERFORMANCE BOND – OPERATIONS AND MAINTENANCE PHASE: YEAR 1

WHEREAS, BY THIS BOND, We, _____, a _____ corporation, as **Principal**, and _____, a _____ corporation, as **Surety**, located at _____ are bound to the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Principal is required by the Contract to provide the Owner with a Performance Bond for each year of the Operations and Maintenance Phase of the Contract and the Principal is providing this Performance Bond for the services to be rendered by the Principal during the period beginning with the effective date of the Operations and Maintenance Phase of the Contract and ending upon the effective date of Year 2, as further described in the Contract,

WHEREAS, the term of this Bond may be continued from year to year by the issuance of a continuation certificate executed by the Surety, and if the term is continued, the penal sum shall be adjusted to equal the Contract price for the applicable year, as further described in the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20____ between Principal and Owner for the _____ at the Tampa Hillsborough County Expressway Authority, Request for Proposals (RFP) Contract No. _____, at the times and in the manner prescribed in the Contract, the contract being made a part of this bond by reference, and
2. Pays Owner all loss, damages including delay damages, including but not limited to liquidated damages, costs, and attorney’s fees, including appellate proceedings, that Owner sustains due to the conduct of the Principal under the Contract, including but not limited to, breach or default by Principal under the Contract; or the negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees, or any other person or entity form whom the Principal is responsible; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract for all Work associated with the Operations and Maintenance Phase of the Operational Back Office System (OBOS), and any applicable warranty period, then this bond is void; otherwise it remains in full force.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is In effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the owner harmless from any and all loss, damage, cost and expense, Including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and Immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Owner to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding Initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, In the absence of this clause, result In the release or discharge by operation of law of the Surety from its obligations hereunder.

The Surety, for value received, agrees that any changes, extensions of time, or additions to the Terms of the Contract Documents, and neither compliance nor noncompliance with any formalities connected with the contract or the changes shall not affect Surety's obligation under this bond. Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease In accordance with approved changes or other modifications to the Contract.

Neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Owner recoverable under this bond or any extension thereof.

DATED ON: _____, 20_____.

Name of Principal (Contractor):

Name of Surety:

By: _____

By: _____

Attorney in Fact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

Fax No. _____

Fax No. _____

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and
"Power of Attorney" from Surety)

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20____ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: _____

PROPOSER:

Name: _____

Address: _____

Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER:

Name: _____

Address: _____

Telephone: _____

Before me, the undersigned authority, personally appeared, _____ on this ____ day of _____ 20__ who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this ____ day of _____, 20__ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did take an oath.

[Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.] _____

Notary Public

Printed Name of Notary

My Commission Expires:

(Serial Number, if any)

**For Clerk of the Court
Recording Purposes**

Return to: Contracts Manager
Tampa Hillsborough Expressway Authority
1104 East Twiggs St., Suite 300
Tampa, FL 33602

BOND NO: _____

PAYMENT BOND – OPERATIONS AND MAINTENANCE PHASE

BY THIS BOND, We, _____, a _____ corporation, as **Principal**, and _____, a _____ corporation, as **Surety**, located at _____ are bound to the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work under the Operations and Maintenance Phase provided for in the Contract dated _____, 20 ____ between Principal and Owner for the _____ (RFP No. _____), the Contract being made a part of this bond by reference; and
2. Pays Owner all loss, damages expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract related to payment for such labor, materials, or supplies furnished to the Principal, then this bond is void; otherwise it remains in full force.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Contract granted by Owner to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding Initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, In the absence of this clause, result In the release or discharge by operation of law of the Surety from its obligations hereunder.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease In accordance with approved changes or other modifications to the Contract.

DATED ON: _____, 20____.

Name of Principal (Contractor):

Name of Surety:

By: _____

By: _____

Attorney in Fact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

Fax No. _____

Fax No. _____

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and "Power of Attorney" from Surety)

STATE OF _____ :

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COUNTY OF _____ :

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20____ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

**This form complies with
Section 255.05, Florida Statutes**

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: _____

PROPOSER:

Name: _____

Address: _____

Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER:

Name: _____

Address: _____

Telephone: _____

Before me, the undersigned authority, personally appeared, _____ on this ____ day of _____ 20__ who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF _____ :

:

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this ____ day of _____, 20__ by _____, who ____ is personally known to me or ____ has produced _____ as identification and did take an oath.

[Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.] _____

Notary Public

Printed Name of Notary

My Commission Expires:

(Serial Number, if any)