(OWNER FILLS THIS SHEET OUT)

 School or Facility Name and Number:

Address:

Building Numbers of buildings covered:

Warranty Start Date: Warranty end Date:

PO Number: PO Date: PO Amount:

Work Order Number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 General contractors or Contractor’s Name and Address:

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number for claim or response:

(National)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Local)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manufacturer’s Warranty / Guarantee / Project / Claim Number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TO: Pinellas County School Board (Owner)

 Cc: Director, Facilities Design and Construction Department

School Board of Pinellas County, Florida

Walter Pownall Service Center

11111 South Belcher Rd.

Largo Florida 33773-5204 (727) 547-7101

Cc: Director, Maintenance Department

Walter Pownall Service Center

11111 South Belcher Rd.

Largo Florida 33773-5204 (727) 547-7239

(\*) Note: The term Coating as used herein includes paint and other Protective/decorative coatings.

And To: Coating Subcontractor,

Name and Address:

Main Office Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_ Local Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_

And To: Coating Manufacture,

Name and Address:

Main Office Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Local Phone ( ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT CERTIFIED BY PROJECT ARCHITECT / PROJECT LEADER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The above named Contractor hereby guarantees the labor, material, and workmanship are in accordance with the industry, and the Manufacturer's requirements and such are free from defects in workmanship.

2. The above named Contractor warrants the work to be and to remain in first class condition, free of evidence of deterioration and failure (or pending failure). This warranty shall require the Contractor to provide and to pay for materials and labor reasonably required to repair the coated surfaces to return such to the proper condition, if failures occur due to workmanship or material deficiencies, all without additional cost to the Owner. Such replacement or repair work shall be equal to the existing Paint/Coatings system furnished under this contract, with repairs in accordance with Painting and Decorating Contractors' of America Association standards, or as otherwise mutually agreed. This warranty shall not cover damage by fire, flood, moisture or other conditions beyond the control of the Contractor.

3. The time period covered by the requirements above shall be as follows:

A. During construction, and

B. From date of Substantial Completion of the project set forth in Division One of the Contract Documents extending for a time period of six (6) years.

4. Determination of application and/or product failure shall be made by the Project Architect/Engineer, or his appointed representative.

5. The above named Contractor agrees to effect corrective work to the satisfaction of the Owner as quickly as is necessary to fully protect the Owner's best interests or, to otherwise, at the Owner's option, allow the Owner to effect such corrective work without adversely affecting the terms of this guarantee and warranty, or without affecting any obligations of this above named Contractor. This Contractor agrees to reimburse the Owner for any costs expended by the Owner to make such repairs.

6. The terms of the Contract Documents (drawings and specifications), which were bid upon and contracted for, are reflected in the terms of this guarantee and warranty, therefore no exculpatory words nor other terms lessening these requirements shall apply. No lesser warranty or guarantee, expressed or implied, shall apply. No less stringent or exculpatory words of any Manufacturer's "standard" or printed guarantee and/or warranty shall apply.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor's firm name (Typed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (Name of person acknowledging signature).

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Notary Public)

 (State of Florida)

Print Type or Stamp Commissioned Name of Notary Public

PERSONALLY KNOWN \_\_\_\_ OR PRODUCED IDENTIFICATION \_\_\_\_\_\_

TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (ATTACH COPY)

When dealing with a corporation, partnership or trust or someone who is signing under a power of attorney, the following acknowledgment in a representative capacity is utilized:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Person (Type of Authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

.....e.g., officer, trustee, attorney in fact) (Name of Party on behalf

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

of whom instrument was executed)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Notary Public)

 (State of Florida)

Print Type or Stamp Commissioned Name of Notary Public

PERSONALLY KNOWN \_\_\_ OR PRODUCED IDENTIFICATION\_\_\_\_\_

TYPE OF IDENTIFICATION PRODUCED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(ATTACH COPY)