CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Form 21-A**

# STATE OF FLORIDA

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

Before me, the undersigned authority in said County and State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who being first duly sworn, deposes and says that he is

1. President (or Vice President) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation authorized to do business under the laws of Florida; or
2. a partner in the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_composed of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, doing business under the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which firm is the Contractor; or

1. the individual who, doing business under the trade name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the Contractor;

on Project Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in Orange County, Florida, under contract with the Central Florida Expressway Authority, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that the deponent knows of his own knowledge that:

1. The said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Central Florida Expressway Authority (CFX).
2. The Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of CFX in connection with obtaining or performing said Contract.
3. All amounts payable for labor, materials or otherwise, in connection with said Contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this Contract.
4. There are no suits pending against said Contractor or anyone in connection with the work done, materials furnished or otherwise under said Contract, except as listed below:

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

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

1. The dollar amount for work subcontract to Disadvantaged Business Enterprises (DBE) Contractor(s) for this Contract is $\_\_\_\_\_\_\_\_\_\_\_\_. The dollar amount paid to DBE Contractor(s) on this Contract is $\_\_\_\_\_\_\_\_\_. The amount paid is to include normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this Contract. Contractors not meeting DBE goals/dollar amounts must attach a satisfactory explanation which will be acceptable to CFX.

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

(Deponent)

(Affix Corp. Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name and Title)

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

(Attestation necessary if deponent is Officer of Corp.)

Sworn to and subscribed before me this

day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Notary)

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 We, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having heretofore executed a performance and payment bond for the above named Contractor covering the project and road described above hereby agree that the Central Florida Expressway Authority may make full payment of the final estimate, including the retainage percentage, to said Contractor.

 It is fully understood that the granting of the right to the Central Florida Expressway Authority to make the payment of the final estimate to said Contractor and/or assignee, shall in no way relieve this surety company of its obligations under this bond, as set forth in the specifications and contract, including any amendments hereto, pertaining to the above project and road.

 **IN WITNESS WHEREOF**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_has caused this instrument to be executed on its behalf by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and/or its duly authorized attorney in fact and its corporate seal to be hereto affixed, all on this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 20\_\_\_\_\_.

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

 Surety Company

(AFFIX SEAL) BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Before me, the undersigned authority, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me well known as the person described in and who executed the foregoing instrument in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, surety, as its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_acknowledged that he/she executed said instrument in the name of said surety as its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the purposes therein expressed and that he/she has due and legal authority to execute the same on behalf of said surety.

 **IN WITNESS WHEREOF,** I have hereunto set my hand and official seal at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

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

 (Notary)

 My commission expires \_\_\_\_\_\_\_\_\_\_

 Notary Public, State \_\_\_\_\_\_\_\_\_\_\_\_\_