

**FORM 21-A (MODIFIED)
(SURETY TAKEOVER)**

STATE OF _____

COUNTY _____ SS _____

Before me, the undersigned authority in said county and state, personally appeared

_____, who being first duly sworn, deposes and says that he is
_____ (a) _____ of
_____ corporation authorized to do business

under the Laws of Florida; and that said corporation,

_____ is the Surety under a Contract Bond for _____
the contractor (hereafter "contractor") on Financial Project ID

_____, _____, _____, _____, _____, _____
Road No. _____ in _____

County, Florida, Under Contract No. _____ with the State of Florida Department of Transportation dated the
_____ day of _____, _____ and that the deponent states: that the default of said contractor
has resulted is Takeover Agreement dated _____,

1. To the best knowledge of _____,

Surety for _____,
the said contract has been complied with in every particular by said contractor, surety or surety's agent
and that all parts of the work have been approved by the director of Construction of the State of Florida
Department of _____ of _____ Transportation, _____ except _____ that
_____ has failed to
make payments to proper claimants under the Contract Bond; and
_____ the Surety, shall
negotiate, arbitrate, litigate or otherwise resolve all valid claims against the Surety and shall indemnify
and hold harmless the State of Florida Department of Transportation for all claims for which the Surety
is liable or for which the Surety and the Department, jointly, are liable.

2. The Surety, _____, has not
offered or made any gifts or gratuity to, or made any financial transaction of any nature with, any
employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials or otherwise, for which the Surety is liable or for which the
Surety and the Department, jointly, are liable in connection with said contract and work, have been paid
except for normal subcontract retainages, which will be satisfied upon payment and/or release of
retainage withheld under this contract, will be paid when finally required by law; and the Surety,
_____, shall indemnify and hold
harmless the State of Florida Department of Transportation for all claims for which the Surety is liable or
for which the Surety and the Department jointly are liable.

4. There are no suits pending against said contractor or anyone in connection with the work done,
materials furnished or otherwise under said contract, to the best knowledge or surety, except as
itemized on the attached list

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- 5. We, the Surety, having heretofore executed a Contract Bond for the above named Contractor covering the project and road described above, hereby agree that the State of Florida Department of Transportation may make full payment of the final estimate, including the retained percentage, to the Surety, _____.
- 6. It is fully understood that the granting of the right of the State of Florida Department of Transportation to make the payment of the final estimate to said surety and/or his/her assignee, shall in no wise relieve this surety company of its obligations under its bond, as set forth in the specifications and contract, including any amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the Surety has caused this instrument to be executed on its behalf by its President or Vice President and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, _____, A.D.

(AFFIX CORPORATE SEAL)
(Not required when Surety
Signature is Digital)

Signed by

Title

Original Power of Attorney must be attached if executed by Attorney in fact. The usual Power of Attorney for Execution of Bonds does not grant the power to execute these consents. The Power of Attorney Certificate must grant the agent the authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority, i.e., all consents required by Florida Department of Transportation.

STATE OF _____

COUNTY: _____

SS: _____

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, and its _____ and _____, acknowledged 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 _____, _____.

(AFFIX CORPORATE SEAL)
(Not required when Surety
Signature is Digital)

Notary Public Signature (not required if digitally signed)

My commission expires _____

Notary Public, State of _____

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INSTRUCTIONS

1. Any claims or pending suits for labor, materials or liability damages against the contractor or the surety in connection with the contract and work are to be itemized on the attached list. Attach additional sheets thereto, if necessary, with initials of deponent and surety affixed and dated. As to any such claims or suits, state the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrate good cause as required by Section 337.11(11)(b) (b), Florida Statutes. Proof of adequate liability insurance coverage in effect during the life of the contract must be attached when tort liability claims are listed.
2. The execution thereof must be sworn to before a notary public by the officer of the corporation, or a co-partner of the partnership, or the individual as the case may be.
3. The certificate of the surety company must be executed in the name of the surety company by its President, Vice-President or other chief executive officer, or properly authorized agent, the corporate seal affixed, and the execution acknowledged by such officer or agent.
4. If the certificate is executed in the name of the surety company by an agent, a power-of-attorney with raised corporate seal, dated the date of execution, must accompany the document and must grant the agent the authority to execute consents for **"the release of retained percentages and/or final estimates on engineering and construction contracts"**.

The power of attorney language authorizing execution of consents for the release of retained percentages must be authorized by the surety company. Power of attorney certificates will be rejected where there is no assurance that such language is not the surety's original language.

THE USUAL POWER OF ATTORNEY FOR EXECUTION OF BONDS DOES NOT GRANT THE POWER TO EXECUTE THESE CONSENTS.

5. If the surety's officer or agent who executes the document is not a Florida Resident Agent, the document must be countersigned by a Florida Resident Agent. A power of attorney as noted above must be attached or social security number must be furnished for license verification.
6. Each power of attorney must be an original copy or be certified to by manual signature, unless an original copy is on file with the State of Florida Department of Transportation, or unless evidence is furnished in original form that the surety company has authorized the use of facsimile signatures.
7. Failure to comply with the above requirements will result in return of the document and delay in payment of the final estimate.