GREATER MIAMI EXPRESSWAY

GMX PROCUREMENT/CONTRACT NO.: _____
GMX WORK PROGRAM NO.: _____
GMX PROJECT/SERVICE TITLE: _____
_____

CONSENT OF SURETY TO FINAL PAYMENT

Bond Number: _____

We, the _____, duly authorized to do business under the laws of Florida, with
(Name of Surety)

its principal office located at _____ having
address city state zip

heretofore executed a performance and payment bond for the Contractor _____
(Name of Contractor)

duly authorized to do business in the State of Florida, with its principal office located at _____
address
_____, covering the contract described above, hereby consent the Greater
city state zip

Miami Expressway Agency making full payment of the final estimate, including the retained percentage, to the Contractor.

It is fully understood that consenting to the Greater Miami Expressway Agency making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

IN WITNESS WHEREOF, the _____ has caused this
(Type or print name of surety)

instrument to be executed by its President, Chief Executive Officer, or duly authorized Attorney-In-Fact and its corporate seal to be hereto affixed, all on this _____ day of _____, 20____.

_____
SURETY COMPANY

(AFFIX SEAL)

BY: _____

☐ Its President or Chief Executive Officer

☐ Its Attorney-In-Fact

☐ Florida Licensed Insurance Agent

(Attach Power of Attorney)

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_____

CONSENT OF SURETY TO FINAL PAYMENT

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned Notary Public, personally appeared _____

to me well known or who has produced _____ as identification as the person
(Type of Identification)
described in and who executed the foregoing instrument in the name of _____
(Surety)
and _____ acknowledged that he/she executed said instrument in the
(Name of Signatory)
name of said surety as its _____ for the purposes therein expressed and that
(Title of Signatory)
he/she has due and legal authority to execute the same on behalf of said surety.

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization,

this _____ day of _____, 20___, by _____.

My commission expires _____

Notary Public, State of _____

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_____

CONSENT OF SURETY TO FINAL PAYMENT

INSTRUCTIONS

1. The execution by the representatives of the surety must be sworn to before a notary public and the surety seal affixed. If executed by any other officer, please attach a certificate of authority.

2. The document must be executed in the name of the surety company by its President or Chief Executive Officer and the surety seal affixed. If executed by any other officer, please attach a certificate of authority.

3. If the document is executed in the name of the surety company by an attorney-in-fact, a power of attorney with the surety seal, dated the date of execution, must accompany the document and must grant the attorney-in-fact the authority to execute consents for "**the release of retained percentages and/or final estimates on engineering and construction contracts**". The date of execution, the date of notarization and the date of the certificate on the power of attorney must be the same date.

   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 the surety's original language.

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

4. Each power of attorney must be an original copy or be certified to by manual signature unless evidence is furnished that the surety company has authorized the use of facsimile signatures.

5. All appropriate blanks should be filled. No erasures or "white outs" are permitted. Corrections may be made by lining through the incorrect entry, entering the correct information, and having the change initialed by the person executing the form.

6. Failure to comply with the above requirements will result in return of the document and delay in payment of the final estimate.