CONSTRUCTION CONTRACTS

13. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1238-04/AJR – Seminole County Firefighter Training Facility Re-Roofing Construction Project with the Roofing Connection, Inc. (Certificate of Completion)

CC-1238-04/AJR provided all labor, equipment, transportation coordination and incidentals necessary for the re-roofing of the Seminole County Firefighter Training Facility.

As of December 5, 2005 all work and documentation have been satisfactory completed. Public Safety Department/EMS Fire Rescue Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Seminole Caunty Firefighter Training Facility Rerooting
County Contract No: <u>CC-1238-04 AJR 1127200P</u>
Project: Seminale County Firefighter Training Facility
Contractor: The Roofing Connection, Inc.
Agreement for: Roofing Agreement date: 8/9/04
This Certificate of Final Completion applies to all work under the Contract Documents
To: Bentley Architects & Engineers-665 W. Warrenkve, Longwood F1 327. Engineer
To: The Rooling Connection, Tuc 3882 Center Loop Orlando, F132808 Contractor
To:Seminole County Board of County Commissioners
The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:
Date of Final Completion: 10-18-05

This certificate constitutes warranty work, maintenance CONTRACTOR under the C	an acceptance of Work exe, and other post Final Compleontract Documents.	cepting latent defects, etion obligations of the
Executed by ENGINEER ON		, 20.15
	BENTLEY ARCHI	TEGS + ENGWEE
	BY: Some / Nome	
CONTRACTOR accepts this $20_{-0.5}$.	certificate of Final Completion	on Nov 17th,
	The Roo Fing Contrac	rection, Inc.
	BY: Kathy Cut	elu)
COUNTY accepts this Certific	cate of Final Completion on	3
ATTEST:	BOARD OF COUN	IT/CØMMISSIONERS ITY/FLORIDA
	BY:	
Clerk of the Board of County Commissioners of Seminole County, Florida	Date:	- , Chairman

MATERIAL AND WORKMANSHIP BOND (10% of Final Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE THE ROOFING CONNECTION, INC. , herein	aner
referred to a "Principal" and FIRST SEALORD SURETY, INC., hereinafter referred to as "Su	rety"
are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, herein	after
referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted unde	r the
Contract Documents \$\frac{49,751.00}{} for the payment of which we bind ourselves, heirs, execu	itors,
successors and assigns, jointly and severally, firmly by these presents:	

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1238-04/AJR; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated ______, 20_____, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

of November , 20 05.	ncipal and the Surety have executed this Bond this 16th day
Address:	THE ROOFING CONNECTION, INC. (SEAL) Principal
3882 Center Loop	
Orlando, FL 32808	By: Kithy Cutcled Its: Sec / Weasure (If a Jorporation)
	ATTEST: Lella Craft Its:
Address:	FIRST SEALORD SURETY, INC. (SEAL) Surety
6675 Westwood Blvd., Ste. 100	P. 2 (SI
Orlando, FL 32821-8091	Its Attorney-in-Fact B. Craig Sibley
	Phone No. 407-647-1616
	Fax No. 407-622-1531 ATTEST: 100 100 100 100 100 100 100 100 100 10

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

CERTIFICATE OF ENGINEER

Agreement Title:	Seminole County Fire Fighter Training Facing	hty
County Contract No.:	CC1238-04/AJR 112720-0P	
Agreement Date:	8-9-04	,
Project:	Seminole Cramby Firefighter Training Center	٠.
	CERTIFICATE OF ENGINEER	
terms of the Contract Document CONTRACTOR has submitted	e above named Agreement has been satisfactorily completed unce that the Project is recommended for occupancy by the County; the satisfactory evidence that he has paid all labor, materials and ecordance with the terms of the Contract Documents.	hat the
Agreement Date:	8-9-04	
CONTRACTOR's Notice to Proc	eed:	
Days allowed by Agreement:		
Extensions granted by C.O.:	4	
Scheduled Completion Date:		
Work began:		
Project Substantially Completed:	10-18-05	
Days to complete:		
Underrun:	·	
Overrun:	· · · · · · · · · · · · · · · · · · ·	
11/24/05 Date	Engineery Kramer	

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreen	nent Title:	Seminole County Firefighter Training Facility
COUN	TY Contract No.	CC1238-04/AJR 112720-0P
То:	CONTRACTOR	The Roofing Onnedian, Inc.
	Project Manager	Mike Jennings
A joint	inspection of the	Work described in the Contract Documents has been made by the COUNTY and
	NTRACTOR on	the Continue AA of the
Genera	al Conditions, and	is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the
Genera	al Conditions, or fo	or a period of warranty as otherwise agreed upon and attached.
	ractor The	Roo Fing Connec Hon, Fuc. Cutales Contractor by Engineer by
Review	ed by:	12/5/05 Date

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

	Copy of Affidavit To Be Presented With CONTI	RACTOR'S Request For Final Payment	
State of	r Florida county	of Seminole	
Kat the S	thy Cutcher, being duly swon	rn according to law, deposes and says that he is if The Rooking Connection, Tro.	
CONTR	RACTOR in a Contract entered into between the C	CONTRACTOR and COUNTY for the	
Firefo	ighter Training Facility and that he	is authorized to and does make this affidavit in	
-	of said Contractor.	•	
DCHAII O	or said sommetter.		
	iant further deposes and says:		
	subcontractors have purchased all Materials	ontracts, and the CONTRACTOR and his and fixtures and employed all labor in the	
2.	That all laborers, materialmen, mechanics, man services, labor, fixtures or materials or any one of in full for the Work performed, materials, fixtures is not indebted to any person or laborer or Management whatsoever	or all of these items have been satisfied and paid in or services supplied. That the CONTRACTOR terials used in connection with the Work in any	
3.	That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.		
4.	That all Bonds and insurance policies required effect and shall not be permitted to expire for programments.	for the time periods required by the Contract	
5.	This affidavit is made for the purpose of induction acceptance of such Final Payment by CONTF further liability under the Contract Documents.	ring the COUNTY to make Final Payment, and RACTOR shall release the COUNTY from any	
Ka	They Cattalian Signature of Affiant	Sic Measures Title	
,	Florida) ss		
County	of drings)	17 Noush	
The foregoing instrument was acknowledged before me this			
	· · · · · · · · · · · · · · · · · · ·		
produce			
Jac.	Signature	Print name: Filem 6. Reinus Notary Public in and for the County and State Aforementioned	

My commission expires:

Notary Public State of Florida
Ellean G.R. Rimers
My Commission DD380474
Expires 12/19/2008

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

(SIMILAR TO AIA DOCUMENT G707)

		BOND	#U4-3832-PP	
PROJECT: Firefighter Training Facility Re-roofing (name, address)				
TO (Owner)				
SEMINOLE COUNTY 1101 East First Street Sanford, FL 32771			CHITECT'S PROJECT NTRACT FOR:	NO: Re-Roofing
1		CO	NTRACT DATE:	
CONTRACTOR: THE ROOFING CONNECTION, INC	J.			
In accordance with the provisions of the Contract between	een the Owne	r and the Contrac	tor as indicated above,	the (here insert name and
address of Surety Company)	son the owne		,	`
FIRST SEALORD SURETY, INC.	21		SI	URETY COMPANY,
6675 Westwood Boulevard, Suite 100, Orlando, FL 328	41		, 5.	
on bond of (here insert name and address of Contractor)				
THE ROOFING CONNECTION, INC.				, CONTRACTOR,
3882 Center Loop, Orlando, FL 32808				, 0011111111111
hereby approves of the final payment to the Contracto Surety Company of any of its obligations to (here insert na			ment to the Contractor	shall not relieve the
SEMINOLE COUNTY				
1101 East First Street, Sanford, FL 32806				, OWNER,
as set forth in the said Surety Company's bond.				
IN WITNESS WHEREOF, The Surety Company has hereunto set its hand this	16th	day of	November	, 2005 .
		SEALORD SUR	ETY, INC.	
Attest: DOWN A DOWN BONNIE ROBBINS		ure of Authorized AIG SIBLEY	Representative	
(Seal):	ATTO Title	RNEY IN FACT	& FLORIDA RESIDE	NT AGENT
Note: This form is intended to be used as a companion docume	ent to the Contr	actor's Affidavit of	Payment of Debts and Cla	aims, Current Edition

The Roofing Connection, Inc. Roofing Systems Warranty

3882 Center Loop Orlando, FL 32808 Phone: 407-2947663 Fax: 407-294-1997 This warranty is non-transferable

Building Owner: Seminole County Commissioners

Building: Seminole County Firefighter Training Facility

Location: 201 Valentine Way Longwood, FL 32750-3749

Date of completion: 10/18/05

The Roofing Connection Warrants to the building owner. (Owner) of the building described above, that subject to the terms, Conditions and limitations stated herein, The Roofing Connection will repair any leaks in the roof system, but not to exceed The owner's original cost of the installed roof over the life of this warranty, installed by The Roofing Connection for a period of 2 years, commencing with the date of the final inspection and acceptance of the Roofing System installation by. The Roofing Connection Inc.

Terms, Conditions, Limitations

- 1. Owner shall provide The Roofing Connection with written notice within thirty (30) days of the discovery of any leaks in the Roofing System.
- 2. If, upon completion The Roofing Connection's inspection, The Roofing Connection determines that the leaks in the Roofing System are caused by defects in the workmanship of The Roofing Connection (except as provided in paragraphs No. 3 and 4). Owner's remedies and The Roofing Connection's Liability shall be limited to The Roofing Connection's repair of the Roofing System, subject to the cost limitation set forth above.
- 3. This warranty shall not be, applicable if, in the judgment of The Roofing Connection, any of the following shall occur:
 - A: The Roofing System is damaged by natural disaster, including but not limited to, lightning, gales, hurricanes tornadoes and earthquakes, or:
 - B: The Roofing System is damaged by any act of negligence, accidents, or misuse, including but not limited to, vandalism, civil disobedience, or acts of war, or:
 - C: Metal work or other material not furnished by The Roofing Connection is used in the Roofing Systems and causes leaks.
- 4. This Warranty shall be null and void if in the judgment of The Roofing Connection if any of the following shall occur:
 - A: If, after installation of the Roofing System by The Roofing Connection, there are any alterations of repairs made on or through the roof or objects such as, but not limited to structures, fixtures, or utilities are placed upon or attached to the roof, without first obtaining written authorization of The Roofing Connection or
 - B: failure of the owner or lessee to use responsible care in maintaining the roof or:
 - C: If the roof is used as a promenade or work deck or is sprayed or flooded, or:
 - D: Owner fails to comply with every term or condition stated there in.
- During the term of this warranty, The Roofing Connection its agents or employees, shall have free access to the roof during regular business hours.
- The Roofing Connection's shall have no obligation under this warranty until all bills for installation; supplies, materials and service have been paid in full to The Roofing Connection.
- The Roofing Connection's failure at any time to enforce any of the terms and conditions stated herein shall not be constituted to be a waiver of such provision.
- 8. This warranty supersedes and is in lieu of any other oppressed warranties that are in conflict with the terms and conditions stated herein.
- 9. The Roofing Connection does not either itself or through its representatives, practice architecture or engineering. The Roofing Connection offers no opinion on and expressly disclaims any responsibility for the structural soundness of any roof deck on which its products may be applied. Opinions of competent structural engineers should be obtained by the owner as to the structural soundness of the roof deck, or its ability to properly support the contemplated roof installation. The Roofing Connection accepts no liability for any failure of the roof deck or resulting damages.
- 10. The Roofing Connection reserves the privilege to charge a fee of \$ 54.00 per hour for investigating any leaks or roof problems that fail to come under the liability described herein.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND ALL IMPLIED WARRANTIES AND SPECIFICALLY THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE ROOFING CONNECTION SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The Roofing Connection, Inc.

Title See / Weaswer

Date /1-17-05

First Sealord Surety, Inc. **Power of Attorney**

Power No: MCO-0371-05-05718

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

James H. Breen, B. Craig Sibley and/or Barbara Vaccaro all of Maitland, Florida

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

********** Not To Exceed Four Million Dollars------(\$4,000,000.00) *******

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorneyin-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.

(Seal)

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation. and that he signed his name thereto as Vice President of said Corporation by like authority.

(Seal)

Notary Public

Notarial Seal Anthony T. Stewart, Notary Public Lower Merion Twp., Montgomery County My Commission Expires August 5, 2006

Member Pennsylvania Association Of Notaries

If the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Altorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

CERTIFICATE

Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

November this 16thday of

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 05-8139-MN number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

First Sealord Surety, Inc. **Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the

Power No: MCO-0371-05-05715

"Company") has made, constituted and appointed, and by these presents does make, constitute and appoint James H. Breen, B. Craig Sibley and/or Barbara Vaccaro all of Maitland, Florida its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows: ----(\$4,000,000.00) ******** ********** Not To Exceed Four Million Dollars---Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed. This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect: "Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto. Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorneyin-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment." IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004. First Sealord Surety, Inc. (Seal) Attest: Gary L. Bragg, Secretary Joel D. Cooperman, Vice President Commonwealth of Pennsylvania County of Mantgomery On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority. Notarial Seal Anthony T. Stewart, Notary Public Notary Public Lower Merion Twp., Montgomery County (Seal) My Commission Expires August 5, 2006 Member, Pennsylvania Association Of Notanes CERTIFICATE t, the undersigned Secretary of First Sealord Surety. Inc. do bereby certify that the original Power of Attorney of Which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc. Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made." In Witness, Whereof, I have hereunity set my hand and affixed the corporate seal of the Corporation to these presents This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here L number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent. (seal)

CONTRACTOR'S RELEASE

(CC-1038-04/ATR
Agreement Title: Seminole County Fire Eighting Training County Contract No.: 112720P
Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.
BEFORE ME, the undersigned authority is said County and State, appeared
Kathy Cutcher who, being duly sworn and personally know to me, deposes and says
Kathy Cutcher who, being duly sworn and personally know to me, deposes and says that he/she is See Ityeasurer of The Locking Comechin, Inc., a company and/or
corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on
Firefighter Training Facility, located in Seminole County, Florida, dated the 9th day of
August, 2004, that the deponent is duly authorized to make this affidavit by resolution of the
Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that
said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of
the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for
labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits
pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and
Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in
the amount of \$ $24,875.45$ which has been submitted to the COUNTY simultaneously with the
making of this affidavit constitutes all claims and demands against the COUNTY on account of said
Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of
\$ <u>24,875.45</u> will operate as a full and final release and discharge of the COUNTY from any
further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent
further agrees that all guarantees under this Agreement shall start and be in full force from the date of this
release as spelled out in the Contract Documents.
X + (A + A)
State of Florida) ss Attry Cutcles Affiant
Section (1) (1) ss
State of Florida) ss County of Grang)
The foregoing instrument was acknowledged before me this 12 day of Ntvenber,
20 05 by Kathy Cutched, who is personally known to me or who has produced
as identification.
Elen G. Reiners Print name: Eilen G. Reiners
Signature Notary Public in and for the County and
Sate Aforementioned

My commission expites:

Notary Public State of Florida

Elleen G Reimers

My Commission DD380474

Expires 12/19/2008

App. N-1

FINAL RELEASE OF LIEN

State of Florida Waste Pro of Florida, Inc.	
County of Seminole	
RELEASE OF LIEN	
The undersigned, in consideration of the final payment by Roofing Connection, does hereby waive, llens, lien rights, claims or demands of any kind with payment described, for all labor, materials, equipment improvement. That all parties performing labor, so the undersigned have been paid in full for work donincluded in the property legally described as	release, and relinquish any and all hatsoever, subject to the condition of ent, and services provided to the site subcontractors and suppliers used by
211 Valentine V	Vay
This is a Final Release of Lien given pursua considered upon payment of the consideration described payment is received in cleared paid funds. Dated this 22nd day of November, 2005. Signed, sealed and delivered in the presence of Witness:	nt to Florida Statutes and is cribed herein. It is not effective until Light Statutes and is cribed herein. It is not effective until Authorized Signature Print name & title
State of Florida County of Seminole	
Sworn to and subscribed before me this 22.7 J Collins. The affiant states that he/she is the author acknowledges the execution of the foregoing instruncorporation and is personally known to me or has pretake an oath.	nent for and on behalf of said oduced identification and who did Notary Public Rebecca E Jackson My Commission DD165779 Expires November 17 2008
NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SEC 1996. EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM	CTION 713.20, FLORIDA STATUTES REQUIRE A LIENOR TO FURNISH A

No. 5306 P. 1/1

SUNCOAST ROOFERS SUPPLY, INC. 501 N. REO STREET TAMPA. FLORIDA 33609

FINAL WAIVER OF LIEN

Whereas, the undersigned SUNCOAST ROOFERS SUPPLY has been heretofore employed by THE ROOFING CONNECTION to furnish certain labor or material, for the building located at:

SEMINOLE COUNTY FIRE TRAINING CENTER 201 VALENTINE WAY LONGWOOD, FLORIDA

Now, therefore, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waiver and release unto the owner of said premises and any and all lien, right of lien or claim of lien as to the above description building and real estate, on account of any and all labor or materials or both, prior to the date hereof.

Executed on this 16th day of November, 2005

SUNCOAST ROOFERS SUPPLY, INC.

Thomas H. Roda Regional Credit Manager

State of Florida, County of Hillsborough

On this 16th day of November, 2005, before me, the undersigned, personally appeared Thomas H. Roda who acknowledges himself to be Regional Credit Manager for SUNCOAST ROOFERS SUPPLY, INC. a Florida Corporation, and that he being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such, SUNCOAST ROOFERS SUPPLY, INC.

64

Notary Bacuslu C. Harl





WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

THE UNDERSIGNED LIEN OR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$10.00 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM LIEN FOR LABOR, SERVICES OR MATERIALS FURNISHED TO **THE ROOFING CONNECTION INC.**, ON THE JOB OF, **SEMINOLE COUNTY BOCC**, AT THE FOLLOWING DESCRIBED PROPERTY:

SEMINOLE COUNTY FIRE DEPARTMENT, SR 419 & VALENTINE WAY, LONGWOOD, FLORIDA 32771

DATED ON NOVEMBER 16, 2005

HIGH REACH CO, LLC 615 HICKMAN CIRCLE SANFORD, FLORIDA

AUTHORIZED AGENT

STATE OF FLORIDA COUNTY OF SEMINOLE

BEFORE ME, **ROD HYUST** PERSONALLY APPEARED AS **CREDIT MANAGER** FOR HIGH REACH CO., LLC, WHO IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.



SIGNATURE OF NOTARY

NOTE: THIS IS A STATUTORY FORM DESCRIBED BY SECTION 713.20, FLORIDA STATUES (1996) EFFECTIVE October 1,1996. A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THIS STATUTORY FORM.



FINAL RELEASE OF LIEN

TO ALL WHOM IT MAY CONCERN:

In consideration of the sum of <u>\$0.00</u> Dollars, and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all liens or claims, or right to lien or claim, for labor or materials, or both, with respect to:

THE ROOFING CONNECTION, INC. ORLANDO, FL

For labor, services, and/or materials furnished through November 17, 2005 for the following described job or property:

SEMINOLE COUNTY FIREFIGHTERS TRAINING LONGWOOD, FL

Signed and delivered this 14th day of November, 2005

SOPREMA, INC.

By: Servit
Steven P. Goetz, Secretary/Treasurer
State of Ohio
County of Medina
Sworn to and subscribed to before me this 17 TH day of November, 20 05.

Michelle N. Fallon Notary Public MICHELLE N. FALLON
NOTARY PUBLIC STATE OF OHIO

My Comm. Expires
July 4, 2006

SOPREMA, INC.



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Limited Warranty For Roofing System

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SOPREMA	A21824
Owner's Name and Address:	nissioners, 1101 E. First Street, Sanford, FL 32771
Building Address:Seminole County Fire Fighting	g Training Facility, 201 Valentine Way, Longwood, FL 32750-3749
Type of Roof: 2432s48/3248a	Area of Roof in Squares: 500
Type of Roof Deck:	Type of Insulation: Sopraboard
	nnection, 3882 Center Loop, Orlando, FL 32808
Date of Completion:	Date of Final Inspection: 10.18.05
	rive, Wadsworth, OH 44281
the date of completion specified above and that the Roofing System is free f materials in the Roofing System conform to Soprema's specifications. This	o the following terms and conditions, that the roofing membrane and flashing fing System will remain in a watertight condition for20years from from defects in material and installation at the time of application and that the Limited Warranty extends only to the original owner and is not transferable
or assignable to subsequent owners without the prior written consent of So	pprema.
Under this Limited Warranty, Soprema will make any repairs necessary to correct leaks in the roof membrane and flashing at it's own expense, including all labor and materials, resulting from any of the following cases: defects in material and faulty or improper installation in the Roofing System or the failure of materials to meet Soprema specifications.	THIS LIMITED WARRANTY IS ISSUED TO THE FOLLOWING RIDERS WHICH ARE MADE A PART HEREOF BY REFERENCE: 20 Year NDL xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
The agents, dealers, and employees of Soprema are not authorized to make modifications to this Limited Warranty. Additional statements, whether oral or written, do not constitute	***************************************
warranties and should not be relied upon. Soprema does not warranty any product, components, or parts not manufactured by Soprema,	***************************************
SOPREMA AND NOT MANUFACTURED FITHER BY SOPREMA SOPREMA	***************************************
WARRANTY BY SOPREMA S.A. (France) ARE SOLD "AS IS" AND WITHOUT ANY WARRANTY BY SOPREMA, EXPRESS OR IMPLIED. Soprema disclaims any liability.	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
or responsibility for specifications, design, or construction of any portion of the building, including the Roofing System, except as expressly stated and undertaken herein.	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Soprema shall have no obligation under this Limited Warranty to make any repairs unless each of the following events shall have first occurred: a. Soprema shall have been paid in full for the roofing materials;	The provisions of this Limited Warranty shall constitute the sole and exclusive remedy against Soprema. All claims under this Limited Warranty shall be made by writing to Soprema at:
 in accordance with Soprema's specifications and procedures by a roofing contractor approved or agreed upon in advance by Soprema; All repairs and modifications to the Roofing System made after installation shall have 	310 Quadral Drive Wadsworth, Ohio 44281
been approved by Soprema; d. Owner shall have given Soprema written notice within thirty days after any defect or leak is discovered or in the exercise of ordinary care should have been discovered; e. The completed installation of the Roofing System shall have been inspected by an inspector authorized by Soprema and shall have been certified by him to be in conformity with Soprema's specifications; and f. The Owner shall have maintained the Roofing System by regularly removing all plants, vegetation, leaves, trash, and debris, and other foreign objects, keeping all drains unclogged	or at such other place as Soprema may designate in writing. This warranty is null and void unless signed by an officer of both Soprema and Owner, and copy "B" must be returned to Soprema. WARNING: this warranty is a forgery unless it is printed on white linen paper with a blue and grey foil seal bearing Soprema's name appearing in the lower right hand corner of the front
and property working at all times, preventing excessive traffic across the roof, and maintaining pitch pans and flashing in a watertight condition. THIS LIMITED WARRANTY DOES NOT COVER AND SOPREMA SHALL NOT BE	page. LIABILITY FOR SPECIAL, INCIDENTAL, AND CONSEQUENTIAL
LIABLE FOR ANY LEAKS OR DEFECTS THAT RESULT FROM ANY OF THE FOLLOWING CONDITIONS OR EVENTS: a. Natural disasters and Acts of God, including, but not limited to floods lightning.	DAMAGES ARE HEREBY FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SOPREMA SHALL NOT BE IN ANY CASE LIABLE FOR SPECIAL, INCIDENTAL, OR
Scale, objects driven by wind, dust, or rain, earthquakes	CONSEQUENTIAL DAMAGES OF ANY KIND, whether arising from breach of contract, negligence, breach of warranty, or any other legal theory, including,
 Structural defects or failures, including, but not limited to, any defect, failure, or movement of any material underlying the roofing membrane or base flashing; 	but not limited to, loss of use of the building or any other equipment, cost of
Damage resulting from any installations on the roof or through the roof membrane; Damage to the roof membrane caused by movement of metal work used in conjunction.	capital, cost of any substitute equipment, facilities or services, lost profits, downtime costs, or claims of customers of the owner for such damages.
e. Repairs, modifications, or alterations to the roof membrane after completion unless done	Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied
in a manner approved in writing by Soprema: f. Damage to the roof membrane caused by falling and blown objects; g. Damage to the roof membrane resulting from traffic across it's surface, its use as a storage	warranty lasts, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and
area or from any other similar cause; h. Damage to the roof membrane caused by the installation of a sprinkler system, water or air	you may also have other rights which vary from state to state. ALL OTHER WARRANTIES ARE HEREBY EXCLUDED. THIS LIMITED
order object or structure installed on the roof membrane without the prior written approval	WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR
i. Damage caused by accident, fire, abuse, misuse, mistreatment, insect infestation, rodents	IMPLIED. NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE OR SHALL APPLY.
vermin, vandals, and improper or negligent maintenance; j Damage caused by any leaks resulting from water infiltration from any portion of the building structure not a part of the Roofing System, chemical attack, or leaks resulting	SOPREMA, INC
Damage resulting from chemical attack of the Roofing System's products by exposure to chemicals including but not limited to chlorofluorogathors solvents by decarbons.	By: Gilbert Lorenzo
gasoline, acids, corrosives, salts, turpentine, oil, fat, grease, smoke, or fumes. In the event that any repairs are required, the expense of removing and replacing traffic surfaces or other trustical by the pairs.	Name: Gilbert Lorenzo
of other structures built over the roof shall be borne by the Owner.	Title: General Manager
This Limited Warranty is conditioned upon the Owner allowing Soprema and/or the Roofier free access to inspect the Roofing System during the term of this Limited Warranty. Access to the Roofing System shall be allowed upon Soprema's request, on reasonable notice, and during daylight hours on weekdays. Soprema shall have no obligation to inspect the Roofing System at any time after issuing this Limited Warranty and shall have no liability for any failure to inspect the roof under any circumstances. In the event that Owner	Date: 10.18.05
refuses to allow Soprema to inspect the Roofing System or fails to maintain the Roofing System in accordance with the conditions of this Limited Warranty, all further obligations of Soprema under this Limited Warranty, including any obligations to repair leaks or replace any materials, shall cease.	Owner:(Print) (Signature)
This Limited Warranty shall be construed according to the laws of the State of Ohio.	₽ 7.1
No payment shall be made hereunder by Soprema to the extent that any sums are paid by any corporation affiliated with Soprema on account of a claim against such affiliated company arising out of the same facts.	CODDITION ®



SOPREMA'S REPAIR AND MAINTENANCE GUIDE

A regular roof repair and maintenance program is fundamental to the satisfactory long-term performance of any newly installed roof system. Through such a program, potential problems can be found, hopefully in their early stages or perhaps prevented altogether. The following information is intended as a guide to assist the OWNER in achieving the maximum benefit from a SOPREMA Roofing System. SOPREMA'S Responsibilities are detailed in the terms and conditions of the SOPREMA Limited Warranty For Roofing Systems document.

ROOF ACCESS. Many roof problems are caused by individuals who have no justifiable reason to be on the roof or who do not know the proper precautionary measures required to protect a roof system. We suggest that access to the roof be limited to authorized personnel only. Also, all work people should be registered prior to gaining access to the roof, thus helping to establish responsibility for any mechanical abuse the roof system may be exposed to. We further suggest that a sign similar to the following be posted at various appropriate roof hatches and other locations across the roof.

All persons or working parties granted access to this roof must be registered at our front desk. Make no roof alterations without prior written approval from the facility manager. Report any roof damage immediately. Failure to report will result in responsibility for damages to the roof system being attributed to you.

<u>INSPECTION</u>. A roof should have a complete inspection semi-annually in the spring and fall. It should also be inspected after any severe winds or storms and after any structural damage to the building. During the process of an inspection, the condition of all roof components listed below should be determined. Any defects found should be promptly corrected by your SOPREMA Authorized Contractor. Corrections made by anyone other than a Soprema Authorized Contractor could void your warranty.

CLEANING THE ROOF. A SOPREMA warranted roof should be cleaned on a regular basis and be kept free of debris such as branches, leaves, bottles, rocks, cans, soil or anything else which can plug drains or cause a puncture to the roofing membrane. All drains and scuppers should be checked to ensure they are not plugged and are free-flowing.

ROOF MEMBRANE AND BASE FLASHING. All roofing and flashing surfaces should be carefully checked for any abnormal conditions such as:

- 1. Any signs of stress, for example wrinkles, blisters, etc.
- 2. Evidence of mechanical abuse such as punctures, slits, or cuts.
- 3. Evidence of damage caused by chemical attack or other adverse reaction to substances discharged on the roof.
- 4. Unusual wear to excessive foot traffic.

METAL COMPONENTS AND ROOF ACCESSORIES.

<u>Gravel Stops:</u> Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Note if the membrane appears to be stressed. Inspect metal/membrane bond for voids or possible points of water infiltration.

<u>Vent Pipes:</u> Check metal for any deterioration. If used, insure that clamping rings are tight, sealant bead sheds water and is sealed tight to the pipe. If applicable, check membrane flashing wrap for stresses, voids, etc.

Counter Flashing: Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Determine if surface mounted counter flashing securement is adequate to create a continuous compression seal for the caulking bead. Metal coping cap securement onto the continuous clip should be examined for resistance to wind. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration.

Walls: Walls constructed of masonry and stucco are susceptible to wind blown water intrusion. Periodically determine if additional water repellent or sealant is needed to maintain watertightness for these type walls.

Roof Top Equipment: HVAC units, duck work or other curb types should be inspected for evidence of rusting, wind deformation and joint integrity. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Piping secured to a base or metal flange (dunnage) should continue to have protection material under said blocking. Protection work pads should be maintained in the work areas around the units.

<u>Pitch Pans:</u> Inspect the condition of the metal for evidence of rusting, wind deformation and joint integrity. Inspect bond of the filler onto the penetration being flashed and determine the watertightness. Ensure pan is filled with filler as originally installed so as to create a positive slope away from the penetration.

<u>Drains:</u> Determine that all drains and scuppers are not clogged. Check all drain bolts for tightness. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Clean debris from around strainers and secure drain strainers.

<u>ROOF REVISIONS.</u> Sprinkler Systems, water or air conditioning equipment, radio or television antenna(s), framework, sign, water tower or other objects or structures installed on the roof membrane are made watertight by an Authorized SOPREMA Contractor. The Authorized Contractor shall submit proposed flashing details to the SOPREMA Technical Department for acceptance <u>prior to their installation</u>.

PROCEDURE FOR REPORTING LEAKS. OWNER shall give SOPREMA written notice within thirty days after any defect or leak is discovered or in the exercise of ordinary care should have been discovered. If conditions warrant that a verbal notification is made, the OWNER should confirm in writing the leak at their earliest convenience. If leaks are discovered, it is best to provide a temporary patch using compatible Soprema or BUR patching materials until a permanent repair is made.

ROOF REPAIR PROCEDURE. If leaks are discovered, it is best to provide a temporary patch using Soprema or BUR compatible patching materials commonly used in that particular part of the country until a permanent repair is made. Only SOPREMA Authorized Contractors can make permanent service splices on SOPREMA warranted Roof Systems.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING SOPREMA, INC.
SOPREMA, INC., 310 QUADRAL DRIVE, WADSWORTH, OH 44281
PHONE: (800) 356-3521 FAX: (330) 336-5073