

- 15. Accept and authorize the Chairman to execute the Certificate of Final Completion for DB-606-01/BJC – I-4 Trail Overpass Design/Build Project, with Martin K. Eby Construction, Inc., Maitland (Certificate of Completion).**

DB-606-01/BJC provided for all labor, materials, equipment and coordination necessary for the design and construction of a new trail overpass and connection over Interstate 4 (I-4); including a connector trail from the bridge landing on the East Side of I-4 to the Rinehart Road trail. As of January 16, 2004, all work and documentation has been satisfactorily completed. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

## SEMINOLE COUNTY CERTIFICATE OF FINAL COMPLETION

Agreement Title: DESIGN/BUILD CONTRACT  
COUNTY Contract No.: DB-606-01/BJC  
Project: I-4 Trail Overpass  
Contractor: Martin K. Eby Construction  
Agreement for: Design & Construction Agreement date: December 3, 2001

This Certificate of Final Completion applies to all work under the Contract Documents

To: MACTEC Engineering & Consulting, Inc.  
Engineer

To: Martin K. Eby Construction  
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: July 31, 2003

\_\_\_\_\_  
This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents  
\_\_\_\_\_

Executed by ENGINEER ON \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
MACTEC Engineering & Consulting, Inc.

ENGINEER

By: Andre P. Langier TRANSP. GRP. LDR.

CONTRACTOR accepts this certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Martin K. Eby Construction

CONTRACTOR

By: [Signature] Project Manager

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

\_\_\_\_\_  
Clerk of the Board of  
County Commissioners of  
Seminole County, Florida

Date: \_\_\_\_\_

OWNER [     ]  
ARCHITECT [     ]  
CONTRACTOR [     ]  
SURETY [     ]

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TO OWNER: **Seminole County, 1101 East First Street, Sanford, FL 32771**

PROJECT: **Contract Number DB-606-01/BJC, Interstate 4 Trail Overpass , Seminole County**

ARCHITECT'S PROJECT NO.: **N/A**

CONTRACT FOR: **Same As Project**

CONTRACT DATED:

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In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**Fidelity And Deposit Company Of Maryland, 3910 Keswick Road, Baltimore, MD 21211**  
SURETY,

on bond of  
**Martin K. Eby Construction Co., Inc., 2601 Maitland Center Parkway, Suite 200, Maitland, FL 32751** CONTRACTOR,

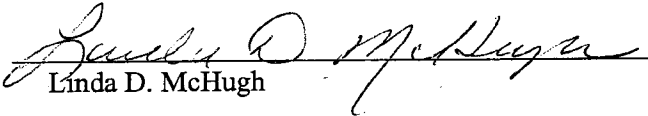
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety of any of its obligations to

**Seminole County, 1101 East First Street, Sanford, FL 32771**

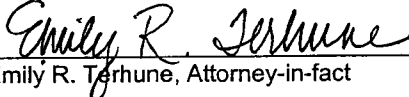
OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **July 16, 2003**

Attest:  (Seal):  
Linda D. McHugh

**Fidelity And Deposit Company Of Maryland**  
(Surety)

  
Emily R. Terhune, Attorney-in-fact

  
John F. Watson, Jr., Resident Agent

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THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH  
RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT  
MAY BE MADE BY USING AIA DOCUMENT D401.

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **W. C. COHEN, JR., Scott T. POST, Richard K. STONE, Bret S. BURTON, Jana M. FORREST, Sandra J. SHRYACK, Emily R. DERHUNE and Tim H. HEFFEL, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of W. C. Cohen, Jr., Joseph C. Lukens, II, Scott T. Post, Richard K. Stone, Bret S. Burton, Jana M. Forrest, Patricia Brogan, Sandra J. Shryack, Erica M. Plummer, dated July 14, 2000.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 14th day of March, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*T. E. Smith*

T. E. Smith

Assistant Secretary

By:

*Paul C. Rogers*

Paul C. Rogers

Vice President

State of Maryland } ss:  
City of Baltimore }

On this 14th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Sandra Lynn Mooney*

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint John F. Watson, Jr. of Orlando, Florida.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed:

Any and all proposal, performance or labor and material bonds on behalf of Eby Corporation or Martin K. Eby Construction Company, Inc. of Wichita, Kansas, guaranteeing the performance of contracts for the construction of public or private improvements in the state of Florida, and also to consent to any and all change orders or supplemental agreements necessary in the performance of contracts for which proposal, performance, or labor and material bonds have been executed.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of February, A.D. 1989.



ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*C. W. Robbins*  
Assistant Secretary

By

*C. M. Pecot, Jr.*  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this 9th day of February, A.D. 1989, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



*Christopher T. Inadson*  
Notary Public Commission Expires July 1, 1990

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 16th day of JULY, 1989.

*Christopher T. Inadson*  
Assistant Secretary



ZURICH

## **THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND**

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

### **Disclosure of Terrorism Premium**

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

### **Disclosure of Availability of Coverage for Terrorism Losses**

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

### **Disclosure of Federal Share of Insurance Company's Terrorism Losses**

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

### **Definition of Act of Terrorism**

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

**These disclosures are informational only and do not modify your bond or affect your rights under the bond.**

**RIDER**

To be attached to and form a part of Bond No. 8567510 issued by the

Fidelity & Deposit Company of Maryland

effective as of \_\_\_\_\_

In consideration of the premium charged for the attached bond, it is hereby agreed that:

1. The amount of the Material and Workmanship Bond is increased from Three Hundred Forty  
Nine Thousand Three Hundred and no/100 (\$349,300.00) to Three Hundred Sixty Six Thousand  
Four Hundred Fifty Three and 50/100 (\$366,453.50).

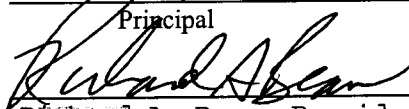
2. The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

3. This rider shall become effective as of the beginning of the 30<sup>th</sup> day of December 2003.

Signed, sealed and dated December 30, 2003

Martin K. Eby Construction Co., Inc.

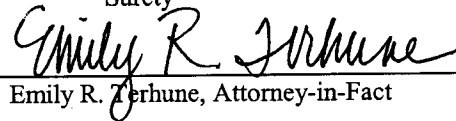
Principal



Richard A. Bean, President Title

Fidelity & Deposit Company of Maryland

Surety



Emily R. Terhune, Attorney-in-Fact Title



## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

## EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

## CERTIFICATE


I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 30<sup>th</sup> day of December, 2003.

  
Assistant Secretary



**ZURICH**

## **THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND**

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

### **Disclosure of Terrorism Premium**

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

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As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

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1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

**These disclosures are informational only and do not modify your bond or affect your rights under the bond.**

**SEMINOLE COUNTY**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Agreement Title: I-4 Trail Overpass (Design/Build)  
County Contract No.: DB606-01-BJC  
Project: I-4 Trail Overpass (Design/Build)  
Contractor: Martin K. Eby Construction  
Agreement for Design/Build Services Agreement Date: December 3, 2001

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: MACTEC (fka. Harding ESE)  
Engineer

And to Martin K. Eby Construction  
Contractor

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 substantially completed in accordance with the Contract Documents on:

June 9, 2003  
Date of Substantial Completion

A list of things to be completed is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within SIXTY ( 60 ) days of the above date of Substantial Completion.

This Certification does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by Engineer on July 16, 2003  
MACTEC ENGINEERING CONSULTING, INC.  
Engineer  
By: Arthur B. [Signature]  
PROJECT MANAGER

CONTRACTOR accepts this Certificate of Substantial Completion On JULY 16, 2003.

Martin K. Eby Construction

Contractor

By:



MATT KARASH  
PROJECT ENGINEER

Executed by COUNTY'S Project Manager on July 16, 2003.



David Martin

Project Manager


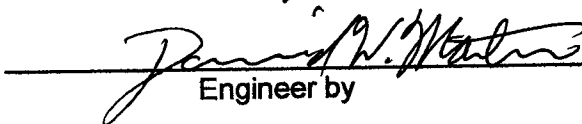
## SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: DESIGN/BUILD CONTRACT  
COUNTY Contract No.: DB-606-01/BJC  
Project: I-4 Trail Overpass  
To: CONTRACTOR Martin K. Eby Construction  
Project Manager David W. Martin

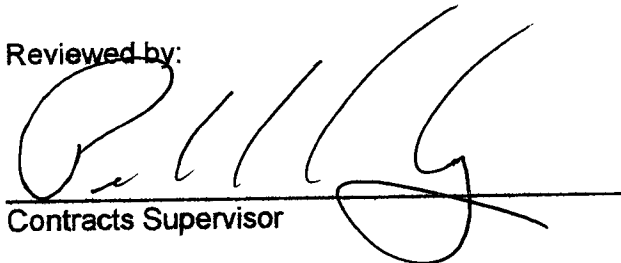
A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on July 31, 2003 in accordance with Section 14 of the General Conditions, and is acceptable by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

  
Contractor by  
  
Engineer by

Reviewed by:

  
Contracts Supervisor

Date 22 October 2003

## SEMINOLE COUNTY CERTIFICATE OF ENGINEER

Agreement Title: DESIGN/BUILD CONTRACT  
COUNTY Contract No.: DB-606-01/BJC  
Agreement Date: December 3, 2001  
Project: I-4 Trail Overpass

### CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for use by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials, and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: December 3, 2001

CONTRACTOR's Notice to Proceed: January 2, 2002

Days allowed by Agreement: \_\_\_\_\_

Extensions granted by C.O.: \_\_\_\_\_

Scheduled Completion Date: May 9, 2003

Work began: January 2, 2003

Project Substantially Complete June 9, 2003

Days to Complete \_\_\_\_\_

Underrun: \_\_\_\_\_

Overrun: \_\_\_\_\_

8-18-03  
Date

David W. Myer  
Engineer

## CONTRACTOR'S RELEASE

Agreement Title: I-4 Trail Overpass (Design/Build) County Contract No.: DB-606-01/BJC

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 Richard A. Bean who, being duly sworn and personally know to me, deposes and says that he/she is President of Martin K. Fly Construction Co., Inc. a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on I-4 Trail Overpass (Design/Build), located in Seminole County, Florida, dated the 18th day of July, 2003, 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 \$ 3,664,535.00 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 \$ 428,405.90 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.

State of Florida     )  
                                  ) ss  
County of Orange    )

Richard A. Bean  
Affiant

The foregoing instrument was acknowledged before me this 18th day of July, 2003, by Richard A. Bean, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Carol L. Felix  
Signature



Carol L. Felix  
My Commission DD080456  
Expires March 28, 2006

Print name: \_\_\_\_\_  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 3/28/06

## CONTRACTOR'S RELEASE

Agreement Title: I-4 Trail Overpass (Design/Build) County Contract No.: DB-606-01/BJC

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 Richard A. Bean who, being duly sworn and personally know to me, deposes and says that he/she is President of Martin K. Eby Construction Co., Inc. a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on I-4 Trail Overpass (Design/Build), located in Seminole County, Florida, dated the 18th day of July, 2003, 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 \$ 3,664,535.00 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 \$ 428,405.90 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.

Richard A. Bean  
Affiant

State of Florida )  
                                  ) ss  
County of Orange )

The foregoing instrument was acknowledged before me this 18th day of July, 2003, by Richard A. Bean, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Carol L. Felix  
Signature



Carol L. Felix  
My Commission DD080456  
Expires March 28, 2006

Print name: \_\_\_\_\_  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 3/28/06



# CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FLORIDA

County of SEMINOLE

MATTHEW R. KARASH, being duly sworn according to law, deposes and says that he is the PROJECT ENGINEER (Title of Office of MARTIN K. EBY CONSTRUCTION CO., INC CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the I-4 TRAIL OVERPASS (DESIGN/BUILD) and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
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 under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]  
Signature of Affiant

PROJECT ENGINEER  
Title

State of Florida )  
County of Orange ) ss

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2003, by Matt Karash, who is personally known to me of who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

Print name: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_



Lucy D. Stephenson  
Commission # DP 004317  
Expires April 8, 2005  
Bonded Through  
Atlantic Bonding Co., Inc.

My commission expires: April 8, 2005

App. Q-1

# CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FLORIDA County of SEMINOLE

MATTHEW R. KARASH, being duly sworn according to law, deposes and says that he is the PROJECT ENGINEER (Title of Office of MARTIN K. EBY CONSTRUCTION CO., INC CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the I-4 TRAIL OVERPASS (DESIGN/BUILD) and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
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 under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]  
Signature of Affiant

PROJECT ENGINEER  
Title

State of Florida )  
County of Orange ) ss

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July 2003, by Matt Karash, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

Print name: LUCY D. STEPHENSON  
Notary Public in and for the County and State Aforementioned

Atlantic Bonding Co., Inc.  
Bonded Since  
Expires April 8, 2005  
Commission # ID 004517



My commission expires: April 8, 2005  
App. Q-1