

CONSTRUCTION CONTRACTS

- 24. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1216-03/TLC – Mayfair Oaks Subdivision Barrier Wall with Schuller Contractors, Inc., Orlando (Certificate of Completion)**

CC-1216-03/TLC provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of the Mayfair Oaks Subdivision Wall. As of January 20, 2006, all work and documentation have been satisfactory completed. Public Works Department/Engineering Division, Fiscal Services Department/ MSBU and Purchasing and Contracts Divisions recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

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 ORANGE
Alexander Caputo, being duly sworn according to law, deposes and says that he is
the C.F.O. (Title of Office of SCHULIER CONTRACTORS INC.,
CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the
MAYFAIRDALESSUBDIVISION WALL 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

C.F.O.
Title

State of FLORIDA)
County of ORANGE) ss

The foregoing instrument was acknowledged before me this 9 day of DECEMBER,
2005 by Alexander Caputo, who is personally known to me or who has
produced _____ as identification.

Patricia H. Lockhart
Signature

Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.
Print name: PATRICIA H. LOCKHART
Notary Public in and for the County and
State Aforementioned

My commission expires: 4/9/2007
App. Q-1

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of FLORIDA

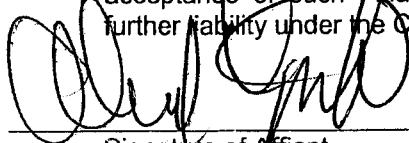
County of ORANGE

ALEXANDER CAPOTO, being duly sworn according to law, deposes and says that he is the C.F.O. (Title of Office of SCHULLER CONTRACTORS INC.

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the MIYAHALL OAKS SUBDIVISION WALL and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

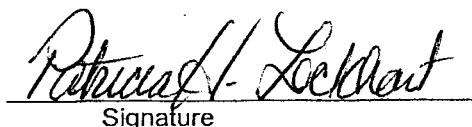
1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, 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 SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project 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. 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 of Affiant

C.F.O.
Title

State of FLORIDA)
County of ORANGE) ss

The foregoing instrument was acknowledged before me this 9 day of DECEMBER, 2005 by ALEXANDER CAPOTO, who is personally known to me or who has produced _____ as identification.


Signature

Print name: PATRICIA H. LOCKHART
Notary Public in and for the County and State Aforementioned



Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires: 4/9/2007

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of Six thousand, four hundred, twenty dollars and 56/100 (\$6,420.56), paid by Schuller Contractors Incorporated, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, Seminole County, Florida, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: Seminole County Contract #CC-1216-03/TLC, Mayfair Oaks Subdivision Barrier Wall.

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Seminole County Contract #CC-1216-03/TLC, Mayfair Oaks Subdivision Barrier Wall

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and United Fire & Casualty Company is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 29 day of June, 2005.

Harwood Brick Orlando, Inc.

Signed, sealed and delivered in the presence of:

By: Melissa King
 Title: Admin Asst

STATE OF FLORIDA
 COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 29 day of June, 2004, by Melissa King.

() who is personally known to me, or

() who has produced _____ as identification and who did take an oath.

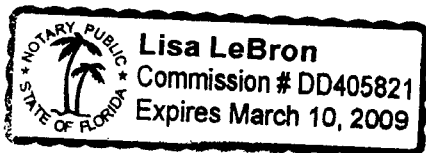
NOTARY PUBLIC:

(Seal)

Sign: Lisa LeBron

STATE OF _____ AT LARGE

My Commission expires:



FINAL PROJECT RELEASE

RECEIVED

AUG 17 2005

BY: M

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Six hundred, twenty-three dollars and 28/100, (\$623.28)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Seminole County Contract #CC-1216-03/TLC, Mayfair Oaks Subdivision Barrier Wall**.

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Seminole County Contract #CC-1216-03/TLC, Mayfair Oaks Subdivision Barrier Wall

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **United Fire & Casualty Company** is Surety, pertaining to the above Project and Premises.

16TH IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this day of AUGUST, 2005.

Tarmac America Incorporated

Signed, sealed and delivered in the presence of:

Linda Kukla

By:

Shelia A. Talbert

Title:

SHELIA A. TALBERT
AREA CREDIT MANAGER

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16TH day of AUGUST, 2005, by SHELIA TALBERT.

☒ who is personally known to me, or

☐ who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign:

Linda Kukla

STATE OF FLORIDA AT LARGE

My Commission expires:



Linda Kukla

My Commission DD120115

Expires May 22, 2006

Contractor - Schuller Contractors, Inc.
Bond No. 54-147111
Project - Contract No. CC-1216-03/TLC; Mayfair Oaks Subdivision Barrier Wall

CONSENT OF SURETY TO FINAL PAYMENT

We, the United Fire & Casualty Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Two Hundred Sixty * Dollars (\$261,900.00) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.
* One Thousand Nine Hundred and 00/100 (Final Contract Price)

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the United Fire & Casualty Co. has caused this instrument to be executed on its behalf of its representative and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 19th day of December 20 05.

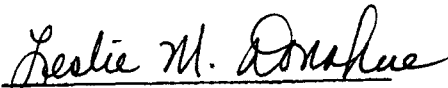
United Fire & Casualty Company
Surety Company


Attorney-in-Fact & FL Licensed Resident Agent,
Deborah Mahl, 407-786-7770

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

State of Florida)
) ss
County of Seminole)

The foregoing instrument was acknowledged before me this 19th day of December, 20 05, by Deborah Mahl, who is personally known to me or who has produced N/A as identification.


Signature

LESLIE M. DONAHUE
Notary Public, State of Florida
My comm. exp. Jan. 7, 2007
Comm. No. DD 172347

Print name: Leslie M. Donahue
Notary Public in and for the County and
State Aforementioned

My commission expires: 01/07/2007

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

Bond No. 54-147111

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Schuller Contractors, Inc., hereinafter referred to as a "Principal" and United Fire & Casualty Company, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$----26,900.00----- for the payment of which we bind ourselves, heirs, executors, 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 Contract No. CC-1216-03/TLC, Mayfair and Oaks Subdivision Barrier Wall

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated May 4, 2004, 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 and to maintain 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 and maintain said 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. * **Maintenance Term - 07/21/2005 - 07/21/2007**

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.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 20th day of December, 2005.

Address:

8046 Presidents Drive

Suite A

Orlando, FL 32809

Schuller Contractors, Inc. (SEAL)

Principal

By: [Signature]

(If a Corporation)

Its: C.F.O.

ATTEST: [Signature]

(If a Corporation)

Its: COORDINATOR

Address:

118 Second Avenue SE

Cedar Rapids, IA 52401

United Fire & Casualty Company (SEAL)

Surety

By: [Signature]

Deborah Mahl, Its Attorney-in-Fact & FL Licensed Resident Agent *

Phone No. 319-399-5700 - Surety, * 407-786-7770 - Agency

Fax No. 319-399-5425 - Surety, * 407-786-7766 - Agency

ATTEST: [Signature]

Leslie M. Donahue

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.

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV, OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR DEBORAH MAHL, OR WALTER N. MYERS, ALL INDIVIDUALLY of ALTAMONTE SPRINGS FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of March, 2003

UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 5th day of March, 2003, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Mary A. Jansen
Notary Public
My commission expires: 10/26/2007

MARY A. JANSEN
COMMISSION NUMBER 713273
MY COMMISSION EXPIRES
10-26-07

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 21st day of December 2005.

David A. Hays Secretary

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV, OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR DEBORAH MAHL, OR WALTER N. MYERS, ALL INDIVIDUALLY of ALTAMONTE SPRINGS FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of March, 2003

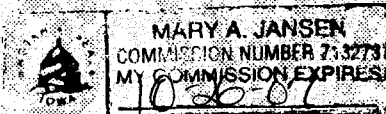


UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss.

On 5th day of March, 2003, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 19th day of December 2005.



David A. Jorgensen Secretary

CERTIFICATE OF ENGINEER

Agreement Title:

Mayfair Oaks Subdivision Barrier Wall

County Contract No.:

CC-1216-03/ TLC

Agreement Date:

May 04, 2004

Project:

C.R. 46-A, Phase II

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 occupancy 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:

5/04/04

CONTRACTOR's Notice to Proceed:

12/13/04

Days allowed by Agreement:

135

Extensions granted by C.O.:

136

Scheduled Completion Date:

9/26/05

Work began:

12/13/04

Project Substantially Completed:

7/18/05

Days to complete:

271

Underrun:

Overrun:

Date

12/27/05

Engineer

Jerry Matthews

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Mayfair Oaks Subdivision Barrier Wall

County Contract No: CC-1216-03 / TLC

Project: CR-46-A, Phase II

Contractor: Schuller Contractors, Inc.

Agreement for: CC-1216-03 / TLC Agreement date: 5/04/04

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

To: Seminole County Engineering Division
Engineer

To: Schuller Contractors, Inc.
Contractor

To: Chairman
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:

7/21/05

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 December, 20 05

Seminole County Engineering Division
ENGINEER

BY: Gerry Matthews

CONTRACTOR accepts this certificate of Final Completion on December, 20 05.

Schuler Contractors, Inc.
CONTRACTOR

BY: _____

COUNTY accepts this Certificate of Final Completion on _____, 20 ____.

ATTEST:

BOARD OF COUNT COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____, Chairman

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

Date: _____

CONTRACTOR'S RELEASE

Agreement Title: MAYFAIR OAKS SUBDIVISION WAY County Contract No.: CC-1216-03/TLC

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

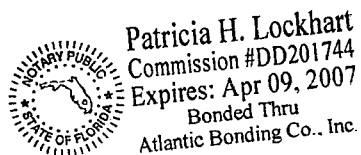
BEFORE ME, the undersigned authority is said County and State, appeared ALEXANDER CAPUTO who, being duly sworn and personally known to me, deposes and says that he/she is C.F.O of SCHULLER CONTRACTORS INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on MAYFAIR OAKS SUBDIVISION WAY, located in Seminole County, Florida, dated the 9 day of DECEMBER, 2005, 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 \$ 38,900.00 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 \$ 38,900.00 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)

[Signature]
Affiant

The foregoing instrument was acknowledged before me this 9 day of DECEMBER, 2005, by ALEXANDER CAPUTO, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature



Print name: PATRICIA H. LOCKHART
Notary Public in and for the County and
State Aforementioned

My commission expires: 4/9/2007

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Mayfair Oaks Subdivision Barrier Wall

COUNTY Contract No. CC-1216-03/TLC

To: CONTRACTOR Schuller Contractors, Inc.

Project Manager Jerry Matthews

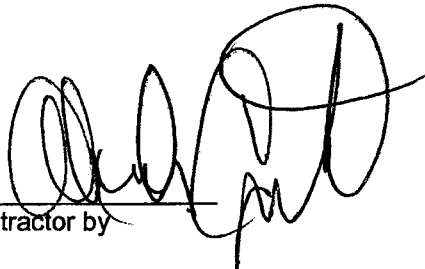
A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 7/21/05 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

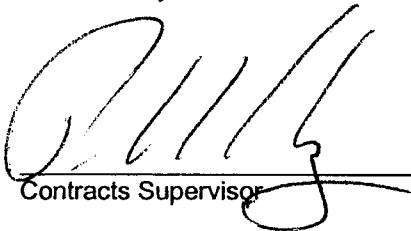
SCHULLER CONTRACTOR INCORPORATED

Contractor by



Jerry Matthews
Engineer by

Reviewed by:


Contracts Supervisor

24 January 2006
Date