

CONSTRUCTION CONTRACTS

21. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1196-02/BJC – Dodd Road Expansion with The Middlesex Corporation, Orlando (Certificate of Completion)

CC-1196-02/BJC provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a four-lane urban roadway approximately 1.7 miles in length along Dodd Road (an existing two-lane corridor) from Howell Branch Road to Red Bug Lake Road. As of February 2, 2006, all work and documentation have been satisfactory completed. Public Works Department/Engineering Division and Fiscal Services Department/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)

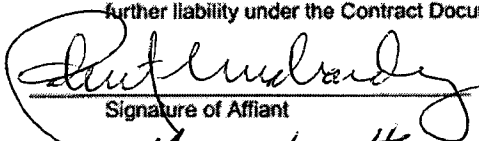
Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Massachusetts County of Middlesex

Robert L. Mabardy, being duly sworn according to law, deposes and says that he is the Exec. Vice President (Title of Office of The Middlesex Corporation), CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Dodd Road CC-1196-02 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 of Affiant

Executive Vice President
Title

State of Massachusetts
County of Middlesex

The foregoing instrument was acknowledged before me this 25th day of January, 2006 by Robert L Mabardy, who is personally known to me or ~~who has~~ produced _____ as identification.


Signature

Lyn I. Rice
Notary Public
My Commission Expires October 29, 2010
Print name: _____
Notary Public in and for the County and State Aforementioned

My commission expires: 10/29/2010
App. Q-1

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
6/19/96

CONTRACTOR'S RELEASE

Agreement Title: Dodd Road Expansion Project

County Contract No.: CC-1196-02/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 ROBERT L. MABARDY who, being duly sworn and personally known to be, deposes and says that he/she is Executive V.P. of The Middlesex Corporation, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on the Dodd Road Expansion Project located in Seminole County, Florida, dated the 22 day of December, 2008, 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 \$10,068,067.59 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 \$10,068,067.59 will operate as 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.

Alex Mubarek

Massachusetts
State of Florida)
Middlesex) ss
County of Seminole)

The foregoing instrument was acknowledged before me this 22 day of December, 2005, by Robert L Mabardy who is personally known to me or ~~who has produced~~ as identification.

Lyn D Rice
Signature

Lyn I. Rice
Notary Public
My Commission Expires
October 29, 2010

Print name: _____

Notary Public in and for the County and
State Aforementioned

My commission expires: 10/29/2010

CONSENT OF SURETY TO FINAL PAYMENT

We, the St. Paul Fire and Marine Insurance Company having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Ten Million Sixty-Eight Thousand Sixty-Seven Dollars (\$ 10,068,067.59) 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.

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 St. Paul Fire and Marine Insurance Company has caused this instrument to be executed on its behalf of its Attorney-in-Fact Natalie Coneys and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 7th day of November 20 05.

St. Paul Fire and Marine Insurance
Surety Company Company

Natalie Coneys
Attorney-in-Fact
Natalie Coneys

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

State of Massachusetts
County of Suffolk) ss

The foregoing instrument was acknowledged before me this 7th day of November 20 05, by Natalie Coneys, who is personally known to me ~~and who has~~ produced as identification.

Jean Brooker
Signature

Jean Brooker
NOTARY PUBLIC
My commission expires Jan. 23, 2009

Print name: Jean Brooker
Notary Public in and for the County and
State Aforementioned

My commission expires: January 23, 2009

CONSENT OF SURETY TO FINAL PAYMENT
6/19/96

App. S-1



*Aon Risk Services
Construction Services Group*

November 7, 2005

Rui Pereira
The Middlesex Corporation
6920 East West Expressway
Orlando, FL 32835

**RE: Consent of Surety to Final Payment
Dodd Road
SW5119**

Dear Rui:

Per the request of Patti Rentschler, enclosed is the fully executed Consent of Surety to Final Payment for the above referenced project.

Should you have any questions, or if I can be of further assistance, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jean Brooker", with a long, sweeping horizontal line extending to the right.

Jean Brooker
Sr. Surety Account Manager
Construction Services Group

Cc: Patti Rentschler, The Middlesex Corporation, Littleton, MA

POWER OF ATTORNEY



Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 24300

Certificate No. 2430307

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Kevin A. White, Michael J. Cusack, Jean M. Feeney, Mark P. Herendeen, Susan M. Kedian, Jean Brooker,
John J. Gambino, Natalie Coneys and Diana Santackas

Boston

Massachusetts

of the City of _____, State _____, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 7th day of April, 2004.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



John F. Simanski, Jr.
JOHN F. SIMANSKI, JR., Vice President

Robert P. McGuire
ROBERT P. MCGUIRE, Assistant Secretary

State of Maryland
City of Baltimore

On this 7th day of April, 2004, before me, the undersigned officer, personally appeared John F. Simanski, Jr., and Robert P. McGuire, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

POWER OF ATTORNEY



Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 24300

Certificate No. 2415769

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Kevin A. White, Michael J. Cusack, Jean M. Feeney, Mark P. Herendeen, Susan M. Kedian, Jean Brooker,
John J. Gambino, Natalie Coneys and Diana Santackas

Boston

Massachusetts

of the City of _____, State _____, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



John F. Simanski, Jr.
JOHN F. SIMANSKI, JR., Vice President

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ROBERT P. MCGUIRE, Assistant Secretary

State of Maryland
City of Baltimore

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In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public



*Aon Risk Services
Construction Services Group*

December 12, 2005

Mr. Rui Pereira
The Middlesex Corporation
6920 East West Expressway
Orlando, FL 32835

RE:	Principal:	The Middlesex Corporation
	Obligee:	Seminole County
	Bond:	Maintenance Bond Dodd Road
	Bond Amount:	\$1,006,806.76
	Bond Number:	SW5119

Dear Rui:

Enclosed please find a maintenance bond for the above listed project, per your request.

As always, we encourage you to carefully review the bond for accuracy, as this precautionary measure may help to identify any clerical errors that could result in the bond being rejected.

Should you have any questions, or if I can be of further assistance, please don't hesitate to contact me.

Sincerely,

Natalie Coneys
Surety Assistant Account Manager
Construction Services Group

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE THE MIDDESEX CORPORATION, hereinafter referred to as a "Principal" and St. Paul Fire and Marine Insurance 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 \$ 1,006,806.76 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 CC-1196-02/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated MARCH 25, 2003, 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.

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.

MAINTENANCE BOND

A+B FRONT END DOCUMENTS

11/14/2002

CC-1196-02/BJC

00620-1

Dodd Road

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 12th
day of December, 2005.

Address:

One Spectacle Pond Road
LITTLETON, MA 01460

TITZ MIDDLEBURY CORPORATION (SEAL)
Principal

By: [Signature] Executive V.P.
(If a Corporation)

ATTEST: [Signature] Secretary
(If a Corporation)

Address:

300 Crown Colony Drive
Quincy, MA 02169

St. Paul Fire and Marine Insurance Company (SEAL)

Surety

By: [Signature]
Natalie Coneys, Its Attorney-in-Fact

Phone No. 617-457-7742

Fax No. 617-210-4938

ATTEST: [Signature]

Countersigned
By: [Signature]
Licensed Resident Agent, FL
#A207358

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

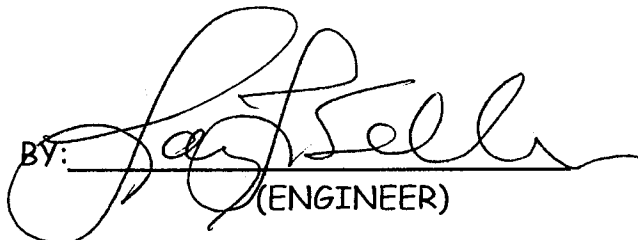
AGREEMENT TITLE: Dodd Road Expansion Project
COUNTY CONTRACT NO. : CC-1196-02/BJC
AGREEMENT DATE: 03/25/2003
PROJECT: Dodd Road Expansion

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	<u>03/25/2003</u>	
CONTRACTOR Notified to proceed	<u>05/05/2003</u>	
Days allowed by Agreement		<u>610</u>
Extensions Granted by C.O.		<u>103</u>
Total Days Allowable		<u>719</u>
Scheduled Completion Date	<u>01/03/2005</u>	
Work Began	<u>05/05/2003</u>	
Project Substantially Complete	<u>04/22/2005</u>	
Days to Complete		<u>719</u>
Underrun		<u>n/a</u>
Overrun		<u>yes</u>

Date: 12/01/2005

BY: 
(ENGINEER)

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Dodd Road Expansion Project

COUNTY CONTRACT NO: CC-1196-02/BJC

PROJECT: Dodd Road Project

CONTRACTOR: The Middlesex Corporation

AGREEMENT FOR: Construction

AGREEMENT DATE: 03/25/2003

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

TO: Seminole County Engineering Division

(ENGINEER)

TO: The Middlesex Corporation

(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: May 23, 2005

Date of Final Completion

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 1-26-06

Seminole County Engineering Division (ENGINEER)

By: _____


CONTRACTOR accepts this Certificate of Final Completion on _____

The Middlesex Corporation

(CONTRACTOR)

BY: _____


COUNTY accepts this Certificate of Final Completion on _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____

CHAIRMAN

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

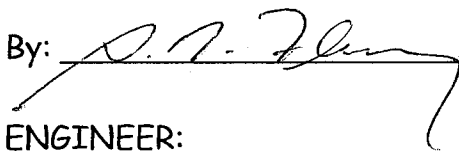
Date: _____

SEMINOLE COUNTY
CERTIFICATE OF FINAL INSPECTION

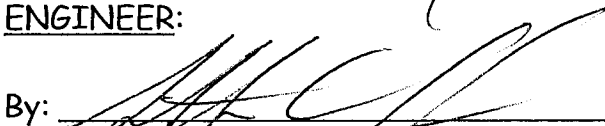
Agreement Title: Dodd Road Expansion Project
COUNTY Contract No. : CC-1196-02/BJC
TO: CONTRACTOR The Middlesex Corporation
Project Manager Stephen C. Krug, P.E.

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on September 1, 2005 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.

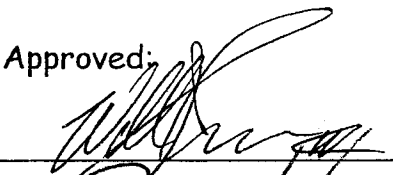
Accepted by:
CONTRACTOR:

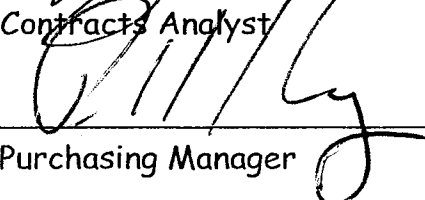
By:  Date: 9/13/05

ENGINEER:

By:  Date: 1-26-06
Seminole County Engineering Division

Approved:

 Date: 2/03/2006
Contracts Analyst

 Date: 2/8/06
Purchasing Manager