

CONSTRUCTION CONTRACTS

- 22. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1261A-05/TLR – Oak Park/Belle Meade Subdivision Wall with CEM Enterprises, Inc. (Certificate of Completion).**

CC-1261A-05/TLR provided all labor, materials, equipment, transportation, coordination and incidentals necessary to demolish and remove approximately 1,160 feet of the existing Oak Park Subdivision Perimeter Wall, footer, pilasters and debris and construct a new wall, footer and plasters in accordance with the Oak Park Subdivisions Perimeter Wall plans as incorporated into the bidding documents. The wall location is along Dodd Road at the intersection of Red Bug Lake Road. As of February 6, 2006, all work and documentation have been satisfactory completed. Fiscal Services/MSBU 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.

CONTRACTOR'S RELEASE

Agreement Title: Oak Park Belle Meade S/D wall

County Contract No.: CC-1261A-05/TLR

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

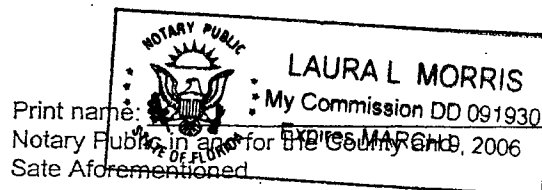
BEFORE ME, the undersigned authority is said County and State, appeared Charles E meeks who, being duly sworn and personally know to me, deposes and says that he/she is President of CEM Enterprises Inc, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Oak Park Belle Meade S/D, located in Seminole County, Florida, dated the 16 day of June, 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 \$ 30,561.88 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 \$ 30,561.88 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 Fla)
County of Orange) ss

[Signature]
Affiant

The foregoing instrument was acknowledged before me this 11 day of Jan, 2006, by Charles E meeks, who is personally known to me or who has produced NA as identification.

[Signature]
Signature



My commission expires: _____

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

Charles E Mcells, being duly sworn according to law, deposes and says that he is the President (Title of Office of CEM Enterprises Inc)

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Oak Park Bell Made S/D way 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

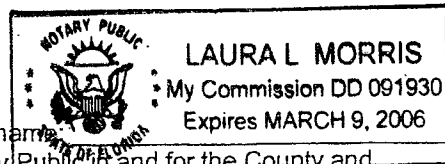
President

Title

State of Fla)
County of Orange) ss

The foregoing instrument was acknowledged before me this 11 day of Jan 2006 by Charles E Mcells, who is personally known to me or who has produced NA as identification.


Signature



Print name of Notary Public in and for the County and State Aforementioned

My commission expires: _____

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of 1619.34 hereby waives and releases its lien and rights to claim a lien for labor, services or materials furnished to C.E.M. Enterprises Inc. — on the job of Oak Park Belle Meade S/D Wall to the following described property:

— Oak Park Belle Meade S/D Wall —
— Winter Park, FL. —

Description of Labor and/or Materials Furnished; Rented Construction Equipment.

Hertz Equipment Rental Corporation
3817 Northwest Expressway
Oklahoma City, OK 73112

Date: 12/15/ 2005.

By: (X)

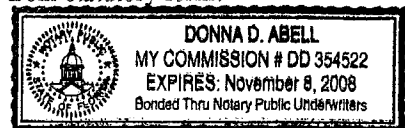
[Signature]

SWORN and SUBSCRIBED before me by Rick Nichols who is personally known to me this 15th day of Dec., 2005.

Notary Stamp

Donna D. Abell
Notary Public

Note: This statutory form prescribed by Section 413.2 and 713.23, Florida Statutes (1996). Effective October 1, 1997, a person may not require a lienor to furnish a waiver or release of lien that is different from statutory form.



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

- Dustin Riddell, being duly sworn according to law, deposes and says that he is
- the Pres. (Title of Office of Riddell Builders)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
Oak Park Belle Meade Slown 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

State of Fla)
County of Orange) ss

Dustin Riddell
Title
Riddell Builders

The foregoing instrument was acknowledged before me this 10 day of Jan.
2006, by Dustin Riddell, who is personally known to me or who has
produced NA as identification.

Laura L Morris
Signature

Print name: LAURA L MORRIS
Notary Public in and for the State of Florida
My Commission DD 091930
Expires MARCH 9, 2006

My commission expires: _____

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

Jeff Estep

, being duly sworn according to law, deposes and says that he is the Estep + Johnson (Title of Office of Vice President

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Oak Park Bell Meade and that he is authorized to and does make this affidavit in behalf of said Subcontractor. S/D wall

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]
Signature of Affiant

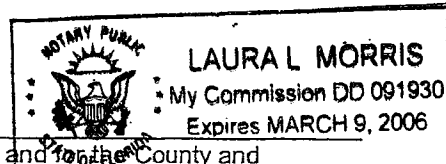
V.P.
Title
Estep + Johnson

State of Fla)
County of Orange) ss

The foregoing instrument was acknowledged before me this 10 day of Jan. 2006, by Jeffrey Estep, who is personally known to me or who has produced NA as identification.

Laura L Morris
Signature

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



My commission expires: _____

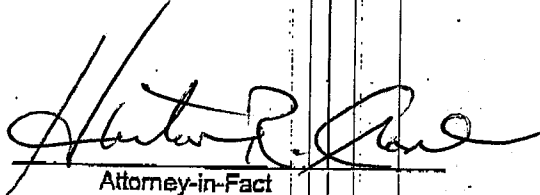
CONSENT OF SURETY TO FINAL PAYMENT

We, the Hartford Casualty Ins. Co., having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of ~~two hundred fifty eight thousand nine hundred and ninety nine~~ two hundred fifty eight thousand nine hundred and \$258,999.00 Dollars 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 Hartford Casualty Ins. Co. has caused this instrument to be executed on its behalf of its Contractor and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 16th day of December, 20 05

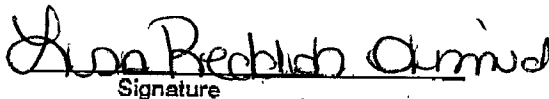
Hartford Casualty Ins. Co.
Surety Company


Attorney-in-Fact

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

State of FL)
County of Orange) ss

The foregoing instrument was acknowledged before me this 16th day of Dec 2005, by Huston R. Crane, who is personally known to me or who has produced _____ as Identification.


Signature

Print name: Lisa Reddish Skinrud
Notary Public in and for the County and
State Aforementioned

My commission expires

LISA REDDISH SKINRUD
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXPIRES OCT. 20, 2008
COMM. NO. DD351718

CONSENT OF SURETY TO FINAL PAYMENT
6/19/96

App. S-1

THE HARTFORD
HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

☒ Hartford Fire Insurance Company
☒ Hartford Casualty Insurance Company
☒ Hartford Accident and Indemnity Company
☐ Hartford Underwriters Insurance Company

Twin City Fire Insurance Company ☐
Hartford Insurance Company of Illinois ☐
Hartford Insurance Company of the Midwest ☐
Hartford Insurance Company of the Southeast ☐

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

James B. Newman, Huston R. Crane, Michelle S. Delaney, Steven E. Buckner
of
Orlando, FL

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(ies) only as delineated above by ☒, 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, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

December 16, 2005

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE CEM Enterprises, Inc., hereinafter referred to a "Principal" and Hartford Casualty Ins Co., 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 \$ 258,999.00 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 Oak Park Bill Meade and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated 6/16/05, 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 for a period of two (2) years from the date of Final Completion under the Contract Documents.

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

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

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

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


IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 13 day
of Jan., 2006

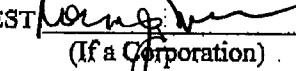
Address:

1752 Benbow Ct.
Apopka, FL 32703
" "

CEM Enterprises, Inc.

(SEAL)

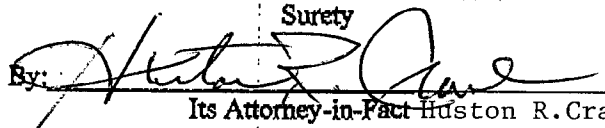
By:  Principal
(If a Corporation) Its: Pres.

ATTEST  Its: Secy
(If a Corporation)

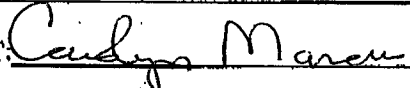
Address:

5639 Hansel Ave
Orlando, FL 32856

Hartford Casualty Ins. Co. (SEAL)

By:  Surety
Its Attorney-in-Fact Huston R. Crane

Phone No. 407-859-3691Fax No. 407-857-0409

ATTEST 

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.

All bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the State of Florida. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. Agents of Surety companies must list their name, address and telephone number on all Bonds.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-222555

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Huston R. Crane, Michelle S. Delaney, Steven E. Buckner, Jamie N. Buckner
of
Orlando, FL

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(ies) only as delineated above by ☒, 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, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 12, 2006.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Oak Park/Belle Meade Subdivision Wall

COUNTY CONTRACT NO.: CC-1261-A-05/TLR

PROJECT: Oak Park/Belle Meade Subdivision Wall

CONTRACTOR: CEM Enterprises Inc.

AGREEMENT FOR: Wall Construction Project

AGREEMENT DATE: 6/16/2005

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

TO: Seminole County Engineering Division (ENGINEER)

TO: CEM (CONTRACTOR)

TO: Carlton D. Henley, 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: January 17, 2006
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:

Seminole County Engineering Division (Engineer)

BY: [Signature]

CONTRACTOR accepts this Certificate of Final completion on:

2/2/06
Date

BY: [Signature]

COUNTY accepts this Certificate of Final Completion on

Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: Carlton D. Henley, CHAIRMAN

Clerk of Board of
County Commissioners of
Seminole County, Florida

DATE: _____