

7. **Approve Deductive Change Order #8 (\$39,840.00), accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1193-02/BJC – Wilson Landing Park Construction (Certificate of Completion).**

CC-1193-02/TLR provided for all labor, materials, equipment, coordination, and incidental necessary for the construction of a park facility consisting of site work, drainage, utilities, paved path, parking lot, mooring dock and landscaping. Deductive Change Order #8 (\$39,840.00) will delete paving of the existing dirt roadway, due to economic conditions, and extended the completion date by 123 calendar days. As of December 20, 2004, all work and documentation have been satisfactory completed. Library and Leisure Services Department/Parks and Recreation Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve Deductive Change Order #8 and the final acceptance and authorize the Chairman to execute both.

**SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS**

SEMINOLE COUNTY PURCHASING
2005 JAN - 5 PM 3:18
**1101 E. First Street
Sanford, Florida 32771-1468**

**PURCHASING DIVISION
(407) 665-7116**

Contract No: CC-1193-03/BJC Initiation Date: 11-5-04
 Change Order No: 8 Account No: _____
 Contract for: Wilson's Landing Park Construction Project
 Original: \$268,500⁰⁰
 Contract Date: JAN. 3 2003
 Arch/Eng Project No: 9915.3

You are requested to make the following change(s) in this contract:
Delete previously approved Change Order No. 7, COR-14DR work associated
with paving the existing dirt roadway.
 Reason for change(s):
Economic conditions do not make it feasible to keep project construction
contract open to eventually perform this work.

Original Contract Sum.....	\$ <u>268,500</u>
Contract sum prior to this change order.....	\$ <u>359,159</u>
Change order (increase)(decrease)(unchanged).....	(\$ <u>39,840</u>)
New contract sum including this change order will be.....	\$ <u>319,319</u>
Contract time will be (increased)(decreased)(unchanged) By (<u>123</u>) calendar days No calendar day.....	
Final completion date through this change order.....	<u>JAN. 31, 2005</u>

Waiver This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between County and Contractor that the Change Order represents and equitable adjustment to the Agreement and that Contractor shall waive all rights to file a Contract Claim of any nature on this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

Acknowledgements The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER AS APPLICABLE.

[Signature]
 Project Manager
US/PARKS & Rec
 Department/Division
 By: [Signature]
 Date: 12/20/04

N/A
 Architect/Engineer
 Address _____
 By: _____
 Date: _____

[Signature]
 Contractor (Seal)
7081 Grand National Drive, Suite 101
Orlando, FL 32819
 Address _____
 By: Richard Foddy
 Date: 12-2-04

[Signature]
 Approved as to form & legal sufficiency.

[Signature] 1/10/05
 County Attorney Date

SEMINOLE COUNTY BOARD
 OF COUNTY COMMISSIONERS

Date: _____

OG-1004, Rev # 9

**SEMINOLE COUNTY
FINAL CHANGE ORDER ATTACHEMENT**

COR-16R

Project Name <i>Wilson's Landing Park</i>						
Project/Agreement No. <i>CC-1193-03/BSC</i>						
Change Order No. <i>8</i>						
Item	Description	Qty	Unit	Unit Price	Qty Incr/Decr	Amount
<i>1</i>	<i>Delete pave existing road work per COR-14DR from Change order No. 7</i>	<i>1</i>	<i>LS</i>			<i>(#43,533)</i>
<i>2</i>	<i>Add Back Allowance for Deletions</i>	<i>1</i>	<i>%</i>	<i>7.5</i>		<i>* 3,265</i>
<i>3</i>	<i>Engineering/surveying performed</i>	<i>4.5</i>	<i>hrs</i>	<i>95/hr</i>		<i>* 427⁵⁰</i>
Total:						<i>Net Deduct (#39,840⁵⁰)</i>

Chito

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Wilson's Landing Park Construction

COUNTY Contract No. CC-1193-02/BJC

To: CONTRACTOR Poolley Enterprises, Inc.

Project Manager Gary Ameral

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on December 20, 2004 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 Poolley Enterprises, Inc.

[Signature] 12/20/04 Gary P. Ameral
Contractor by

HERBERT HALBACH INC. Mary Bates [Signature] 12/20/04
Engineer by

Reviewed by:

[Signature]
Contracts Supervisor

12/20/04
Date

CERTIFICATE OF ENGINEER

Agreement Title: Wilson's Land Park Construction
County Contract No.: CC-1193-02/BJC
Agreement Date: January 3, 2003
Project: Construction for Wilson's Landing Park

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: Jan 3, 2003
CONTRACTOR's Notice to Proceed: December 15, 2003
Days allowed by Agreement: 120 Days
Extensions granted by C.O.: 282 Days
Scheduled Completion Date: April 24, 2004
Work began: December 15, 2003
Project Substantially Completed: March 31, 2004
Days to complete: 107 Days
Underrun: 175 Days
Overrun: _____

12/20/04
Date

[Signature]
Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Wilson's Landing Park Construction

County Contract No: CC-1193-02/BJC

Project: Wilson's Landing Park Construction Project

Contractor: Pooley Enterprises, Inc.

Agreement for: Construction of Wilson's Landing Park Agreement date: Jan. 3, 2002

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

To: Herbert, Halback, Inc.
Engineer

To: Pooley Enterprises, Inc.
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: 12/20/04

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, 2004

HERBERT HALBACK INC
ENGINEER

BY: [Signature]

CONTRACTOR accepts this certificate of Final Completion on December 20, 2004.

Pooler Enterprises, Inc.
CONTRACTOR

BY: [Signature]

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____

, Chairman

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

Date: _____

CONTRACTOR'S RELEASE

Agreement Title: Wilson's Landing Park

County Contract No.: CC-1193-02/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 Richard L. Pooley who, being duly sworn and personally know to me, deposes and says that he is President of Pooley Enterprises, Inc., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Wilson's Landing Park, located in Seminole County, Florida, dated the 14 day of December, 2004, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 319,319.⁰⁰ 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 \$ 319,319.⁰⁰ 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.

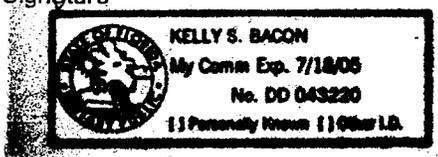
Richard L. Pooley
Affiant

State of Florida)
) ss
County of Orange)

The foregoing instrument was acknowledged before me this 14 day of December, 2004, by Richard L. Pooley, who is personally known to me or who has produced _____ as identification.

Kelly S. Bacon
Signature

Print name: Kelly S. Bacon
Notary Public in and for the County and State Aforementioned



My commission expires: 7/18/05

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

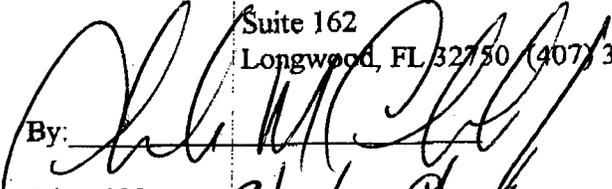
THE UNDERSIGNED lienor, in consideration of the Final sum \$ 450.00, hereby releases its lien and right to claim of lien for labor, services, or materials furnished through March 16th, 2004 to Pooley Enterprises, Inc. on the job of Wilson's Park Landing to the following described property:

**Wilson Park, Landing (Hutchenson Property)
387 Malekian Trail
Sanford, FL 32771**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

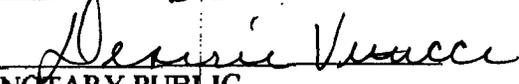
DATED on 4-13, 2004.

Lienor's Name: Charles M. Clark, Inc.
410 North Street
Suite 162
Longwood, FL 32750 (407) 331-0047

By: 

Printed Name: Charles Clark

SWORN TO AND SUBSCRIBED before me this 13 day of April, 2004 by Charles M. Clark Jr. who is personally known to me or who produced DL as identification and who (did / did not) take an oath.


NOTARY PUBLIC

My commission expires: _____

Desiree Vitucci
Printed Name:

STAMP:



Desiree Vitucci
My Commission DD043895
Expires July 22, 2005

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

THE UNDERSIGNED lienor, in consideration of the sum \$ 4,050.00, hereby releases its lien and right to claim of lien for labor, services, or materials furnished through March 16th, 2004 to Pooley Enterprises, Inc. on the job of Wekiva Property - Wilsons Landing to the following described property:

Wekiva Property - Wilson's Landing
387 Malekean Trail
Sanford, FL 32771

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on Mar 7, 2004.

Lienor's Name: Charles m Clark Inc
Address: 419 North St Longwood, Fl. 32750

By: [Signature]

Printed Name: Charles m Clark Jr.

SWORN TO AND SUBSCRIBED before me this 7 day of Mar, 2004 by Charles m Clark Jr. who is personally known to me or who produced DL as identification and who (did / did not) take an oath.

[Signature]
NOTARY PUBLIC

My commission expires: _____

Desiree Vitucci
Printed Name:

STAMP:



Desiree Vitucci
My Commission DD043895
Expires July 22, 2005

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

THE UNDERSIGNED lienor, in consideration of the sum \$ 6,735.00, hereby releases its lien and right to claim of lien for labor, services, or materials furnished through 02/20/2004 to **Pooley Enterprises, Inc.** on the job of Wilson's Landing Park to the following described property:

Seminole County Purchasing
Wilson's Landing Park
1101 East First Street
Sanford FL 32771

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on 3-5, 2004.

Lienor's Name
and Address: **Payne & Sons Landclearing**
P. O. Box 660093
Chuluota FL 32766

By [Signature]

Printed Name: Sarah H. UFFENDORF

SWORN TO AND SUBSCRIBED before me this 5 day of March, 2004 by _____ who is personally known to me or who produced _____ as identification and who (did/did not) take an oath.

[Signature]
NOTARY PUBLIC

My commission expires 10/28/7

C. D. Houston
PRINTED NAME

STAMP



C. D. Houston
Commission #DD262739
Expires: Oct 28, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

THE UNDERSIGNED lienor, in consideration of the sum \$ 310.53, hereby releases its lien and right to claim of lien for labor, services, or materials furnished through March 5th 2004 to Pooley Enterprises, Inc. on the job of Wilsons Landing to the following described property:

Seminole County
Wilsons Landing - Wekiva
Sanford, FL 32819

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on March 5, 2004.

Lienor's Name: Payne Sons
Address: PO Box 660093
Chuluota FL 32766

By: _____

Printed Name: _____

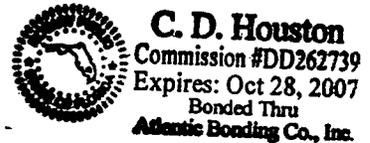
SWORN TO AND SUBSCRIBED before me this 5 day of March, 2004 by
[Signature] who is personally known to me or who produced
_____ as identification and who (did / did not) take an oath.

[Signature]
NOTARY PUBLIC

10-28-07
My commission expires:

C.D. Houston
Printed Name:

STAMP:



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

THE UNDERSIGNED lienor, in consideration of the Final sum \$ 3,620.00, hereby releases its lien and right to claim of lien for labor, services, or materials furnished through April 5th, 2004 to Pooley Enterprises, Inc. on the job of Wilson's Landing Park to the following described property:

Wilson Park, Landing (Hutchenson Property)
387 Malekean Trail
Sanford, FL 32771

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 4 / 28, 2004.

Lienor's Name: Premier Paving & Construction Corp
Address: 5448 Hoffner Avenue, Suite 301
City, St: Orlando, FL 32812
(321) 239-1611

By: *Mike Phillips*

Printed Name: Mike Phillips

SWORN TO AND SUBSCRIBED before me this 27th day of April, 2004 by MIKE PHILLIPS who is personally known to me or who produced N/A as identification and who (did / did not) take an oath.

Kenneth A. Realander
NOTARY PUBLIC

Nov. 12, 2006
My commission expires:

KENNETH A. REALANDER
Printed Name:

STAMP:  Kenneth A. Realander
Commission # DD131483
Expires Aug. 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

THE UNDERSIGNED lienor, in consideration of the sum \$ 4,329.10, hereby releases its lien and right to claim of lien for labor, services, or materials furnished through June 15th 2004 to Pooley Enterprises, Inc. on the job of Wilsons Landing to the following described property:

Seminole County
Wilsons Landing - Wekiva
Sanford, FL 32819

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on JUNE 15th, 2004.

Lienor's Name: RBM Plumbing, INC.
Address: 1041 SEMINOLA BLVD.
CASSELBERRY FL 32707

By: Ronald B. Mahler

Printed Name: Ronald B. Mahler

SWORN TO AND SUBSCRIBED before me this 15th day of JUNE, 2004 by RONALD B. MAHLER who is personally known to me or who produced as identification and who (did / did not) take an oath.

Marie A. Gordon
NOTARY PUBLIC

March 9, 2005
My commission expires:

C.D. Houston
Printed Name:

STAMP:



Marie A. Gordon
Commission # CC 995586
Expires March 9, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Bond No. 795172
Contractor: Pooley Enterprises, Inc.
Project: CC-1193-02/BJC - Wilson Park Construction Project (Hutchinson Property),
387 Malekean Trail, Sanford, Florida (formerly known as Wekiva Park)
Final Contract Price: \$319,319.00

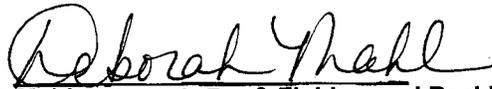
CONSENT OF SURETY TO FINAL PAYMENT

We, the Capitol Indemnity Corporation, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of One Hundred Ninety * Dollars (\$195,000.00 -----) 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.
* Five Thousand and 00/100

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 Capitol Indemnity Corporation 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 20th day of December 20 04.

Capitol Indemnity Corporation
Surety Company



Deborah Mahl, Attorney-in-Fact & FL Licensed Resident Agent (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 20th day of December, 20 04, by Deborah Mahl, who is personally known to me or who has produced N/A as identification.


Signature

TERESA L. ROBINSON
Notary Public, State of Florida
My comm. exp. Feb. 22, 2007
Comm. No. DD 182403

Print name: Teresa L. Robinson
Notary Public in and for the County and
State Aforementioned

My commission expires: 02/22/07

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

10020615

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- JEFFREY W. REICH, SUSAN L. REICH, TERESA L. ROBINSON, KIM E. NIV, DEBORAH MAHL, -----
----- PATRICIA L. SLAUGHTER, LESLIE M. DONAHUE, J. GREGORY MACKENZIE OR WALTER N. MYERS -----

its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$3,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact; each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Executive Vice President, this 7th day of July, 2004.

Attest:

James J. McIntyre
James J. McIntyre
Executive Vice President



CAPITOL INDEMNITY CORPORATION

David F. Pauly
David F. Pauly
President and CEO

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 1st day of October, 2003 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Kathleen A. Paulson
Kathleen A. Paulson
Notary Public, Dane Co., WI
My Commission Expires 10-15-2006

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 20th day of December, 2004



James W. Smirz
James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON BLUE SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Pooley Enterprises, Inc. _____, hereinafter referred to a "Principal" and **Capitol Indemnity Corporation** _____, 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 **\$31,932.00** 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 **CC-1193-02/BJC – Wilson Park Construction Project** _____ and **(Hutchinson Property), 387 Malekean Trail, Sanford, FL**

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated **January 3rd** _____, **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 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 20th day of December, 2004.

Address:

7081 Grand National Dr., Suite #101

Orlando, FL 32819

(407) 363-1993

Pooley Enterprises, Inc. (SEAL)

By: [Signature] Principal
Its: Pres.
(If a Corporation)

ATTEST: [Signature] Its: [Signature]
(If a Corporation)

Address:

Capitol Indemnity Corporation

4610 University Avenue, 9th Floor

Madison, WI, 53705

Capitol Indemnity Corporation (SEAL)

Surety
By: [Signature]
Deborah Mahl, Its Attorney-in-Fact and Florida
Licensed Resident Agent*

Phone No. (608) 231-4450

Fax No. (608) 231-2029

ATTEST: [Signature]

*Florida Surety Bonds, Inc.
417 CenterPointe Cr., Suite 1701
Altamonte Springs, FL 32701
Inquiries (407) 786-7770

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.**

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

10020614

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- JEFFREY W. REICH, SUSAN L. REICH, TERESA L. ROBINSON, KIM E. NIV, DEBORAH MAHL, -----
----- PATRICIA L. SLAUGHTER, LESLIE M. DONAHUE, J. GREGORY MACKENZIE OR WALTER N. MYERS -----

its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$3,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

“**RESOLVED**, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Executive Vice President, this 7th day of July, 2004.

Attest:

James J. McIntyre
James J. McIntyre
Executive Vice President



CAPITOL INDEMNITY CORPORATION

David F. Pauly
David F. Pauly
President and CEO

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 1st day of October, 2003 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Kathleen A. Paulson
Kathleen A. Paulson
Notary Public, Dane Co., WI
My Commission Expires 10-15-2006

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 20th day of December, 2004



James W. Smirz
James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON BLUE SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.