

- 25. Accept and authorize the Chairman to execute the Certificate of Completion for CC-1185-02/BJC – Kewannee Park Restroom and Boardwalk with Core Construction Group, Inc, Orlando (Certificate of Completion).**

CC-1185-02/BJC provided for all labor, materials, equipment, incidentals and coordination necessary for the construction of the Kewannee Park restroom and boardwalk project. As of February 24, 2003, all work and documentation have been satisfactorily completed. Libraries and Leisure Services/Parks and Recreation and Fiscal Services/Purchasing and Contracts Division recommend to Board to approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

25

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

State of FLORIDA County of ORANGE

SYED HAIDER, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office of CORE CONSTRUCTION GROUP, INC.) CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the KEWANEE PARK RESTROOM PROJECT and that he is authorized to and does make this affidavit in behalf of said Contractor. CC-1185-021832

The Affiant further deposes and says:

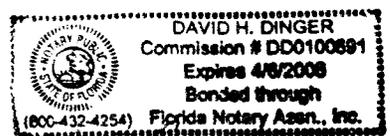
1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, 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

PRESIDENT
Title

State of FLORIDA
County of ORANGE SS

The foregoing instrument was acknowledged before me this 28th day of FEBRUARY 2003, by SYED I HAIDER, who is personally known to me or who has produced FL. LICENSE as identification.



[Signature]
Signature

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

My commission expires: 4/6/08

CERTIFICATE OF ENGINEER

Agreement Title: KEWANNEE PARK RESTROOM & BOARDWALK PROJECT

County Contract No.: CC-1185-02/BJC

Agreement Date: JULY 1, 2002

Project: KEWANNEE PARK RESTROOM & BOARDWALK PROJECT

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: JULY 1, 2002

CONTRACTOR's Notice to Proceed: 8/5/02

Days allowed by Agreement: 117

Extensions granted by C.O.: -

Scheduled Completion Date: 12/3/02

Work began: 8/5/02

Project Substantially Completed: 11/3/02

Days to complete: _____

Underrun: _____

Overrun: _____

Date

Engineer

25

CERTIFICATE OF FINAL COMPLETION

Agreement Title: KEWANNEE PARK RESTROOM & BOARDWALK

County Contract No: CC-1185-02/BJC

Project: KEWANNEE PARK RESTROOM & BOARDWALK

Contractor: CORE CONSTRUCTION GROUP, INC.

Agreement for: KEWANNEE PARK RESTROOM & BOARDWALK Agreement date: JULY 1, 2002

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

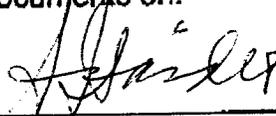
To: JACOBS FACILITIES, INC.
Engineer

To: CORE CONSTRUCTION GROUP, 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:



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

Executed by ENGINEER ON _____, 20____

JACOBS FACILITIES, INC.
ENGINEER

BY: _____

CONTRACTOR accepts this certificate of Final Completion on _____, 20____.

COLE CONSTRUCTION GROUP, 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: _____

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: KEWANNEE PARK REST ROOM & BOARD WALK CONST. PROJECT

COUNTY Contract No. CC-1185-02/BJC

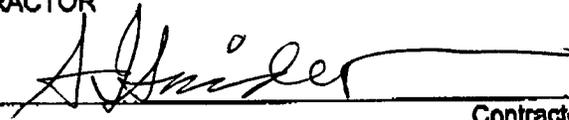
To: CONTRACTOR CORE CONSTRUCTION GROUP, INC

Project Manager EVERETT HARPER

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on _____ 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


Contractor by

Engineer by

Reviewed by:

Contracts Supervisor

Date

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

25

Bond No. 25255MTC

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Core Construction Group, Inc., hereinafter referred to as "Principal" and Nova 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 \$ 8,290.00 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 Kewannee Park Restroom and Boardwalk (CC-1185-02/BJC); and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated January 1, 2002, 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 12th day of February, 2003.

Address: Core Construction Group, Inc.
1126 Division Street
Suite C
Orlando, FL 32805

Core Construction Group, Inc. (SEAL)
Principal

By: _____ Its: _____
(If a Corporation)

ATTEST: _____ Its: _____
(If a Corporation)

Address: Nova Casualty Company
180 Oak Street
Buffalo, NY 14203-1610

Nova Casualty Company (SEAL)
Surety

By: Jennifer L. McCarta
Jennifer L. McCarta, Attorney in Fact & Florida
Licensed Resident Agent.

Phone No. (716) 856-3722

Fax No. (716) 856-0069

ATTEST: Ina Haase

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.

POWER OF ATTORNEY

No. 21169

Know all men by these Presents, that the **NOVA CASUALTY COMPANY**, a corporation of the State of New York, having its principal offices in the City of Buffalo, New York, does make, constitute and appoint *****J.W. GUIGNARD, BRYCE R. GUIGNARD, M. GARY FRANCIS, PAUL J. CIAMBRIELLO, DEIDRE SULLIVAN, APRIL L. LIVELY &**

JENNIFER L. MCCARTA*** 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

NOT TO EXCEED \$250,000.00

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 **NOVA CASUALTY COMPANY** at a meeting duly called and held on the 18th day October, 1993:

"RESOLVED, that the President, and 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 resident 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 this company: the signature of such officers and seal of the Company may be affixed to any 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 Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company 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 **NOVA CASUALTY COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 21st day of October, 1993.

Attest:

NOVA CASUALTY COMPANY

Harsha Acharya
Harsha Acharya, Secretary



Norman F. Ernst
Norman F. Ernst, President

STATE OF NEW YORK }
COUNTY OF ERIE }

On the 21st day of October, 1993, before me personally came Norman F. Ernst, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Erie, State of New York; that he is the President of **NOVA CASUALTY COMPANY**, 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.

STATE OF NEW YORK }
COUNTY OF ERIE }



Kathleen A. Courtney
Kathleen A. Courtney
Notary Public, Erie Co., NY
My Commission Expires July 25, 1994

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **NOVA CASUALTY COMPANY**, a New York 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 Buffalo. Dated the 12th day of February, 20 03



H. Christopher Hoover
H. Christopher Hoover, Treasurer

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

25

OCTOBER 15, 2002

**NOTICE TO OWNER /
NOTICE TO CONTRACTOR**

**SEMINOLE COUNTY BOARD OF
71073226748001696621 - 1696638**

To: (Owner)
SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS
1101 EAST FIRST STREET
SANFORD FL 32771

SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS
1101 EAST FIRST STREET
SANFORD FL 32771

6638

cc-1185

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
CONCRETE BLOCK & RELATED MATERIALS

for the improvements of real property identified as CONSTRUCTION/IMPROVEMENT KEWANNEE PARK, 1505 KEWANNEE TRAIL, SEMINOLE COUNTY FLORIDA 1505 KEWANNEE TRL, CASSELBERRY; KEWANNEE PARK under an order given by CORE CONSTRUCTION GROUP INC.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 U.S.C. Section 270, or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

71073226748001696638
(GEN CONTR)
CORE CONSTRUCTION GROUP INC
1126 DIVISION AVE
ORLANDO FL 32805

(Under an order given by)
CORE CONSTRUCTION GROUP INC
1126 DIVISION AVE
ORLANDO FL 32805

71073226748001696621
(BOND)
GUIGNARD CO
1904 BOOTHE CIR
LONGWOOD FL 32750

Jack E. Berrell

By: **JACK E. BERRELL / National Association of Credit Management of Florida, Inc.**
Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

Authorized Agent for Lienor:

**A-1 BLOCK CORPORATION
ATTN: ADAM S FREEMAN
1617 S DIVISION ST
ORLANDO FL 32805-4797**

A-1 BLOCK CORPORATION

1817 S. Division Ave. Orlando, Fl. 32805
Phone (407) 422-3788 FAX (407) 423-8133

FINAL WAIVER OF LIEN

OWNER: Seminole County Board of County Commissioners

CONTRACTOR: Core Construction Group Inc.

We the undersigned having furnished materials for the building and/or improvements of the building or buildings located at:

LEGAL DESCRIPTION: Kewannee Park

STREET ADDRESS: 1505 Kewannee Trl.

Recorded in Plat Book _____, Page _____, of the Public Records of Seminole County, Florida, do release and discharge any claim, lien or otherwise which we might have against the above described property.

SIGNED, sealed and delivered this 22 day of

January 2003

BY: [Signature] TITLE [Title]

The foregoing instrument was acknowledged before me this 20th day of January 2003 by [Name] who is personally known to me.

MY COMMISSION EXPIRES:
COMMISSION NUMBER:

[Signature]
NOTARY PUBLIC

IDA DaCATO
Notary Public, State of Florida
My comm. exp. May 3, 2008
Comm. No. DD 107092

RELEASE OF LIEN /FINAL PAYMENT

1. The undersigned for and in consideration of the **Final payment of \$ 8,290.00** do hereby acknowledges & releases and quits all claims to **Seminole County Purchasing Division**, 1101 E. First Street Sanford, Florida 32771, (Kewanee park Restroom and Boardwalk, CC-1185-02/BJC) Also releasing & quitting any and all claims / demands / rights of liens on the properties/buildings & appurtenances and freeing all above mentioned from all encumbrances.
2. All labor and material used by the undersigned in the erection of said improvements have been paid in full.
3. All lienors furnished labor, services, or materials for said improvements have been paid in full.
4. This instrument is executed and delivered to the owner in compliance with chapter 713,of Florida Statutes.
5. The undersigned Contractor does hereby consent to the payment by the owner of all lienors giving notice and those lienors above named.

IN WITNESS WHEREOF, I have signed hereunto on this 29th day of JANUARY 2003.

Core Construction Group, Inc.

Contractor's Name

[Handwritten Signature]
Contractor's SIGNATURE

1126 S. Division St, Ste C Orlando, FL.32805

Address

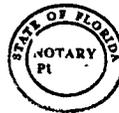
Notary Public

STATE OF FLORIDA
COUNTY OF _____

I, SYED HAIDER, hereby acknowledge that the statements contained in the foregoing release of Lien and Affidavit is Sworn to and Subscribed before me, this 29th day of January of, and 2003.

Notary Public *[Handwritten Signature]*

My Commission Expires: 2-15-2003



ANGEL L. CAMACHO.
My Comm Exp. 2/15/2003
Bonded By Service Ins.
No. CC809457
I Personally Know Other I.D.

25

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

AIA DOCUMENT G707

PROJECT: Kewannee Park Restroom and Boardwalk Construction Project
(name, address)

TO (Owner): [Seminole County, Florida]

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Construction

BOND NO: 25255
CONTRACT DATE: January 01, 2002

CONTRACTOR: [Core Construction Group, Inc.]

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Nova Casualty Company
180 Oak Street, Buffalo, NY 14203-1610 (716) 856-3722

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Core Construction Group, Inc.
1126 Division Street, Suite C, Orlando, FL 32805

, CONTRACTOR,

hereby approves of the final payment to the Contractors, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

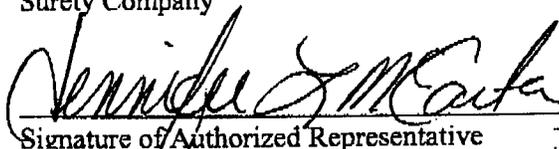
Seminole County, Florida
1101 East First Street, Sanford, FL 32771

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this **21st** day of **January, 2003**.

Nova Casualty Company
Surety Company

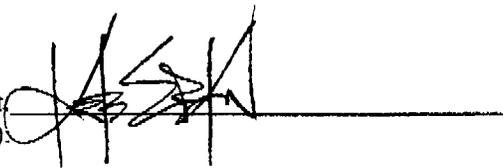


Signature of Authorized Representative
Jennifer L. McCarta, Attorney-In-Fact & Florida Licensed Resident Agent

Title

Inquiries: (407) 834-0022

Attest
(Seal)



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

25



160 Oak Street
Buffalo, New York 14203-1610
(716) 856-3722

POWER OF ATTORNEY

No. 27166

Know all men by these Presents, that the NOVA CASUALTY COMPANY, a corporation of the State of New York, having its principal offices in the City of Buffalo, New York, does make, constitute and appoint **J.W. GUIGNARD, BRYCE R. GUIGNARD, M. GARY FRANCIS,**

PAUL J. CIAMBRIELLO, DEIDRE SULLIVAN, APRIL L. LIVELY &

JENNIFER L. MCCARTA ***

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:

NOT TO EXCEED \$250,000.00

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 NOVA CASUALTY COMPANY at a meeting duly called and held on the 18th day October, 1993:

"RESOLVED, that the President, and 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 resident 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 this company: the signature of such officers and seal of the Company may be affixed to any 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 Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company 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 NOVA CASUALTY COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 21st day of October, 1993.

Attest:

NOVA CASUALTY COMPANY

Harsha Acharya

Harsha Acharya, Secretary



Norman F. Ernst

Norman F. Ernst, President

STATE OF NEW YORK }
COUNTY OF ERIE }

On the 21st day of October, 1993, before me personally came Norman F. Ernst, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Erie, State of New York; that he is the President of NOVA CASUALTY COMPANY, 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.

STATE OF NEW YORK }
COUNTY OF ERIE }



Kathleen A. Courtney

Kathleen A. Courtney
Notary Public, Erie Co., NY
My Commission Expires July 25, 1994

CERTIFICATE

I, the undersigned, duly elected to the office, stated below, now the incumbent in NOVA CASUALTY COMPANY, a New York 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 Buffalo. Dated the 21ST day of JANUARY 2003



H. C. Hoover

H. Christopher Hoover, Treasurer