

- 8. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1174-02/BJC – Northwest Regional Wastewater Treatment Facility (NWRWWTF) – Chemical Feed System Improvements, with Reiss Environmental, Inc. (Certificate of Completion).**

CC-1174-02/BJC provided for all labor, materials, equipment, coordination, and incidentals necessary for the installation of a sodium hypochlorite feed systems at the NWRWWTF. As of March 5, 2004, all work and documentation has been satisfactorily completed. Environmental Services/Water and Wastewater Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the Certificate of Completion.

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 Seminole

Eric D. Sinns, being duly sworn according to law, deposes and says that he is the President (Title of Office of Sinns & Thomas Electrical Contr. SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the NW Regional WWTP and that he is authorized to and does make this affidavit in chemical feed improvements 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]
Signature of Affiant

pres
Title

State of Florida)
) ss
County of Seminole)

The foregoing instrument was acknowledged before me this 25 day of November, 2003, by Eric D. Sinns, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature

Print name: Shari L. Gorman
Notary Public in and for the County and State Aforementioned

My commission expires:  Shari L. Gorman
My Commission DD233419 Expires October 12, 2007

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 Polk

Ronald E. Jordan, being duly sworn according to law, deposes and says that he is the Vice President/CFO (Title of Office of DCR Engineering Services, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the NW Reg. WWTP Chemical Feed and that he is authorized to and does make this affidavit in behalf of said Subcontractor. System Improvements, Seminole Co., FL

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.

Ronald E. Jordan
Signature of Affiant

Vice President/CFO
Title

State of Florida)
County of Polk) ss

The foregoing instrument was acknowledged before me this 25th day of November, 2003, by Ronald E. Jordan, who is personally known to me or who has produced _____ as identification.

Clare M. Connelly
Signature

Print name: Clare M. Connelly
Notary Public in and for the County and State Aforementioned



My commission expires: 2-22-07



**POWER
OF
ATTORNEY**

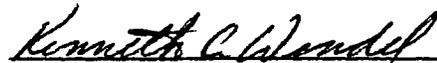
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Carole M. Feeney, Laura Hall, Mac B. Leavitt, Gregory R. Overmyer, William D. Music, Jr., David N. Doub, Bradley W. Stammer and Jack E. Kehl, Jr. of Columbus, Ohio----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of October, 2001


Kenneth C. Wendel, Assistant Secretary

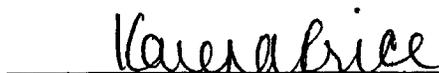

Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this 16th day of October, 2001, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson and was thereto subscribed by authority of said Companies and in the presence of Karen A. Price.



Notary Public State of New Jersey
No. 2231647
Commission Expires Oct 28, 2004


Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 25th day of November, 2003.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2002

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 522,779	Outstanding Losses and Loss Expenses...	\$ 7,685,188
United States Government, State and Municipal Bonds.....	6,865,014	Unearned Premiums.....	2,760,234
Other Bonds.....	2,724,511	Reinsurance Premiums Payable.....	422,230
Stocks.....	360,043	Provision for Reinsurance.....	127,710
Other Invested Assets.....	529,464	Other Liabilities.....	731,652
TOTAL INVESTMENTS.....	11,001,811	TOTAL LIABILITIES.....	11,727,014
Investments in Affiliates:			
Pacific Indemnity Company.....	677,286	Capital Stock.....	20,980
Chubb Investment Holdings, Inc.	708,044	Paid - In Surplus.....	2,306,790
Executive Risk Indemnity Inc.	404,804	Unassigned Funds.....	2,123,246
Chubb Insurance Company of Europe .	209,631		
Great Northern Insurance Company..	195,003	SURPLUS TO POLICYHOLDERS.....	4,451,016
CC Canada Holdings Ltd.	93,812		
Vigilant Insurance Company.....	83,635		
Other Affiliates.....	216,086		
Premiums Receivable.....	1,364,710		
Other Assets.....	1,223,208		
TOTAL ADMITTED ASSETS.....	\$ 16,178,030	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	\$ 16,178,030

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$32,738 are deposited with government authorities as required by law.

A CORRECT STATEMENT:


 Assistant Secretary or Attorney-in-Fact

Office of Financial
Regulation Services
2100 Stella Court
Columbus, OH 43215-1067
(614) 644-2858
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance
Bob Taft – Governor
Ann Womer Benjamin – Director
Certificate of Compliance



Issued 06/26/03
Effective 04/02/03
Expires 04/01/04

I, Ann Womer Benjamin, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

Federal Insurance Company

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

3929.01 (A) Accident & Health	3929.01 (A) Glass
3929.01 (A) Aircraft	3929.01 (A) Group Accident & Health
3929.01 (A) Allied Lines	3929.01 (A) Inland Marine
3929.01 (A) Boiler & Machinery	3929.01 (A) Multiple Peril – Commercial
3929.01 (A) Burglary & Theft	3929.01 (A) Multiple Peril – Homeowners
3929.01 (A) Commercial Auto – Liability	3929.01 (A) Ocean Marine
3929.01 (A) Commercial Auto – No Fault	3929.01 (A) Other Liability
3929.01 (A) Commercial Auto – Phys. Damage	3929.01 (A) Private Passenger Auto – Liability
3929.01 (A) Credit	3929.01 (A) Private Passenger Auto – Other
3929.01 (A) Earthquake	3929.01 (A) Private Passenger – Phys. Damage
3929.01 (A) Fidelity	3929.01 (A) Surety
3929.01 (A) Fire	3929.01 (A) Workers Compensation

Federal Insurance Company certified in its annual statement to this Department as of December 31, 2002 that it has admitted assets in the amount \$ 16,178,030,587, liabilities in the of \$ 11,727,014,321, and surplus of at least \$ 4,451,016,266.

Handwritten signature of Ann H. Womer Benjamin in black ink.

Ann H. Womer Benjamin
Director

Accredited by the National Association of Insurance Commissioners (NAIC)

This Notice pertains to the following Surety Bond issued by a member insurer of the Chubb Group of Insurance Companies, including Federal Insurance Company, Vigilant Insurance Company and Pacific Indemnity Company.

Bond Number: Included on Bond if any

POLICYHOLDER DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.



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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE MACK CONCRETE INDUSTRIES, INC., hereinafter referred to a "Principal" and FEDERAL 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 \$ 17,990.00 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 NORTHWEST REGIONAL; and
WWTP CHEMICAL FEED SYSTEM IMPROVEMENTS

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated May 13th, 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.

MAINTENANCE BOND

00620-1

02/06/2002 CC-1174-02/BJC Northwest Regional WWTP Chemical Feed System Improvements

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

Address: _____
23902 CR 561
Astatula, FL 34705
(352) 742-2333

MACK CONCRETE INDUSTRIES, INC. (SEAL)

Principal
By: [Signature] Its: G.M./V.P.
(If a Corporation)

ATTEST: [Signature] Its: Inst. Manager
(If a Corporation)

Address: _____
312 WALNUT STREET, 18th FLOOR
CINCINNATI, OHIO 45202

FEDERAL INSURANCE COMPANY (SEAL)

Surety
By: [Signature]
Its Attorney-in-Fact CAROLE M. FEENEY

Phone No. (614) 457-7000

Fax No. (614) 457-1507

COUNTERSIGNED BY: [Signature]
J. W. GUIGNARD
REGISTERED FLORIDA AGENT

ATTEST: [Signature]

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.

RIDER

TO BE ATTACHED TO AND FORM PART OF

AIA - A312 - PERFORMANCE & PAYMENT NO. 81879221
(Type of bond)

IN FAVOR OF SEMINOLE COUNTY BOARD OF COMMISSIONERS
(Obligee)

ON BEHALF OF MACK CONCRETE INDUSTRIES, INC.
(Principal)

EFFECTIVE April 18, 2002
(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, FEDERAL INSURANCE COMPANY, hereby gives its consent to;

- | | |
|---|---|
| <input checked="" type="checkbox"/> INCREASE BOND AMOUNT | <input type="checkbox"/> CHANGE LICENSEE NAME |
| <input type="checkbox"/> DECREASE BOND AMOUNT | <input type="checkbox"/> CHANGE BOND TYPE |
| <input type="checkbox"/> CHANGE PREMIUM AMOUNT | <input type="checkbox"/> CHANGE PRINCIPAL NAME |
| <input type="checkbox"/> CHANGE EFFECTIVE/EXPIRATION DATE | <input type="checkbox"/> CHANGE PRINCIPAL ADDRESS |

(of) the attached bond FROM: BOND AMOUNT = \$17,990.00

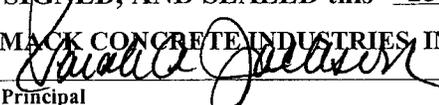
TO: BOND AMOUNT = \$22,125.00

REASON: INCREASE IN MATERIAL AND WORKMANSHIP BOND DUE TO INCREASE IN FINAL CONTRACT PRICE

EFFECTIVE: November 25, 2003

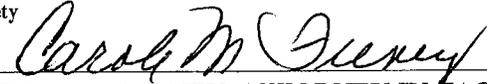
PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 25TH day of November 2003

MACK CONCRETE INDUSTRIES, INC.

Principal

FEDERAL INSURANCE COMPANY
Surety

Accepted by


CAROLE M. FEENEY, ATTORNEY-IN-FACT



**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Carole M. Feeney, Laura Hall, Mac B. Leavitt, Gregory R. Overmyer, William D. Music, Jr., David N. Doub, Bradley W. Stammler and Jack E. Kehl, Jr. of Columbus, Ohio----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of October, 2001

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this 16th day of October, 2001, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said Board and Dependent's presence.



Karen A. Price
Notary Public State of New Jersey
No. 2231647
Commission Expires Oct 28, 2004

Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 25th day of November, 2003.



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

CERTIFICATE OF ENGINEER

Agreement Title: NW Regional WWTF Chlorine Conversion

County Contract No.: CC-1174-02/BJC

Agreement Date: 5/13/02

Project: NW Regional WWTF Chlorine Conversion

CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: 5/13/02

CONTRACTOR's Notice to Proceed: 7/15/02

Days allowed by Agreement: 180 days

Extensions granted by C.O.: 90 days

Scheduled Completion Date: 5/12/03

Work began: 7/30/03

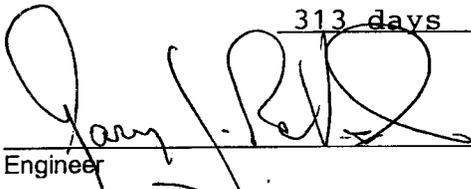
Project Substantially Completed: 12/11/03

Days to complete: 583 days

Underrun: ---

Overrun: 313 days

2-2-04
Date


Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: NW Regional WWTF Chlorine Conversion

County Contract No: CC-1174-02/BJC

Project: NW Regional WWTF Chlorine Conversion

Contractor: Mack Concrete Industries

Agreement for: \$221,250.00 Agreement date: 5/13/02

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

To: Reiss Environmental, Inc.
Engineer

To: Mack Concrete Industries
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: February 18, 2004

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 2/20, 20 04

REISS ENVIRONMENTAL, INC.
ENGINEER

BY: [Signature]

CONTRACTOR accepts this certificate of Final Completion on 2/18, 20 04.

MACK CONCRETE INDUSTRIES
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: _____

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: NW Regional WWTF Chlorine Conversion

COUNTY Contract No. CC-1174-02/BJC

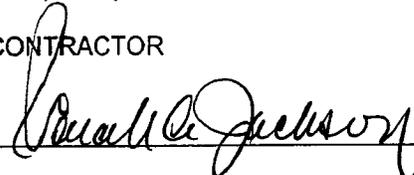
To: CONTRACTOR Mack Concrete Industries

Project Manager Sarah A. Jackson

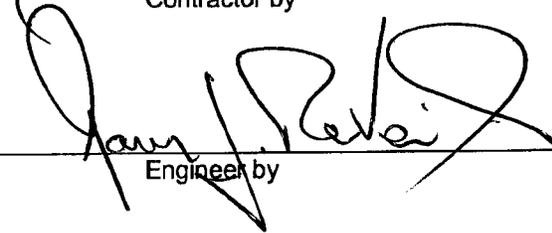
A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on February 18, 2004 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

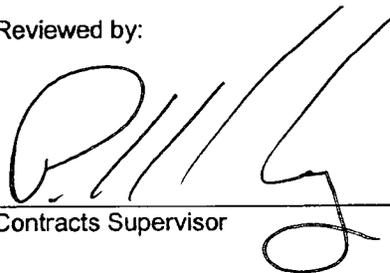


Contractor by



Engineer by

Reviewed by:



Contracts Supervisor

8 March 2004
Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Northwest Regional WWTP Chemical Feed System Improvements

County Contract No.: CC-1174-02/BJC

Project: Northwest Regional WWTP Chemical Feed System Improvements

Contractor: Mack Concrete Industries - Sarah Jackson

Agreement for \$221,250.00 (including change order) Agreement Date: 5/13/02

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: Reiss Environmental - Marc Cannata, P.E.
Engineer

And to Mack Concrete Industries - Sarah Jackson
Contractor

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 substantially completed in accordance with the Contract Documents on:

December 11, 2003
Date of Substantial Completion

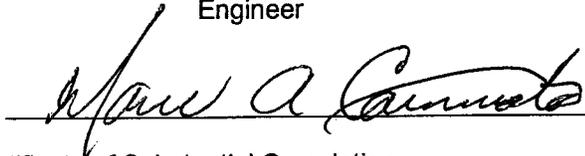
A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within thirty (30) day of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on December 18, _____, 2003

Reiss Environmental - Marc Cannata, P.E.

Engineer

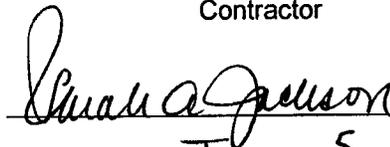
By: 

CONTRACTOR accepts this Certificate of Substantial Completion

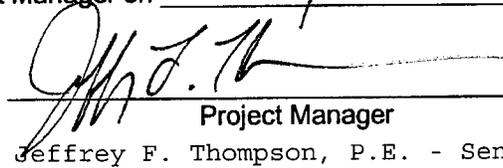
On December 19th _____, 2003

Mack Concrete Industries - Sarah Jackson

Contractor

By: 

Executed by COUNTY'S Project Manager on January 5 _____, 2004



Project Manager
Jeffrey F. Thompson, P.E. - Senior Engineer