

26. **Accept and authorize the Chairman to execute the Certificate of Completion for FC-1163-01/BJC - Seminole Wekiva Trail, with Gibbs & Register, Inc., Winter Garden (Certificate of Completion).**

FC-1163-01/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the construction of a 5-mile long, 14' side paved multi-use recreational trail with accompanying architectural amenities, road crossings and drainage facilities. Also included 1.9 mile long, paved 14' wide multi-use recreational trail with two (2) wood platforms overlooking structures, drainage facilities, road crossings and architectural amenities. As of March 3, 2003, all work and documentation have been satisfactory completed. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

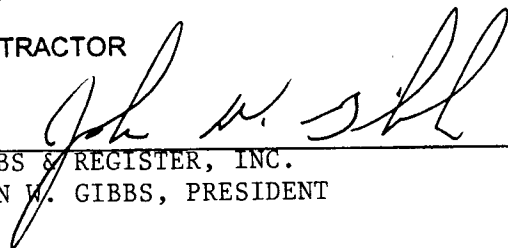
## SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: SEMINOLE WEKIVA TRAILCOUNTY Contract No. FC-1163-01/BJCTo: CONTRACTOR GIBBS & REGISTER, INC.Project Manager JOHN E. RODRIGUEZ

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on SEMINOLE WEKIVA TRAIL 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.

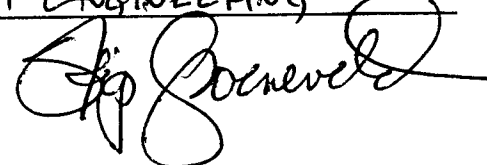
Accepted by:

CONTRACTOR

  
\_\_\_\_\_  
GIBBS & REGISTER, INC. Contractor by  
JOHN W. GIBBS, PRESIDENT

SEMINOLE COUNTY ENGINEERING

Engineer by



Reviewed by:

\_\_\_\_\_  
Contracts Supervisor\_\_\_\_\_  
Date

# CERTIFICATE OF ENGINEER

Agreement Title: SEMINOLE WEKIVA TRAIL

County Contract No.: FC-1163-01/BJC

Agreement Date: 12/03/01

Project: SEMINOLE WEKIVA TRAIL

## 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: 12/3/01

CONTRACTOR's Notice to Proceed: 12/3/01

Days allowed by Agreement: -

Extensions granted by C.O.: 0

Scheduled Completion Date: 12/17/02

Work began: 12/3/01

Project Substantially Completed: 12/1/02

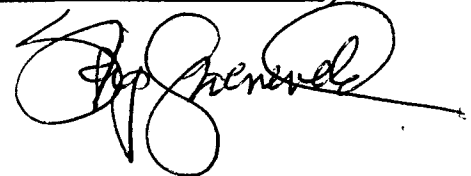
Days to complete: 379

Underrun: -

Overrun: -

JANUARY 9, 2003  
Date

SEMINOLE COUNTY ENGINEERING  
Engineer



**CERTIFICATE OF FINAL COMPLETION**

Agreement Title: SEMINOLE WEKIVA TRAIL (S.R. 434 TO MARKHAM WOODS ROAD)

County Contract No: FC-1163-01/BJC

Project: SEMINOLE WEKIVA TRAIL

Contractor: GIBBS & REGISTER, INC.

Agreement for: RECREATIONAL TRAIL Agreement date: 12/03/01

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

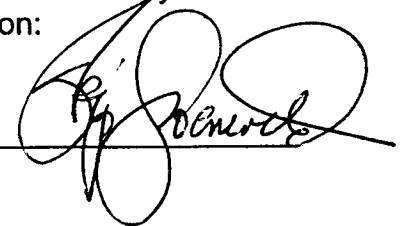
To: SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION  
Engineer

To: GIBBS & REGISTER, 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:

12/17/02 

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 2/3/03, 2003

SEMINOLE COUNTY  
ENGINEER  
BY: [Signature]

CONTRACTOR accepts this certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

GIBBS & REGISTER, INC.  
CONTRACTOR  
BY: [Signature]  
JOHN W. GIBBS, PRESIDENT

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNT COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

BY: \_\_\_\_\_, Chairman

Date: \_\_\_\_\_

## CONTRACTOR'S RELEASE

Agreement Title: SEMINOLE WEKIVA TRAILCounty Contract No.: FC-1163-01/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 JOHN W. GIBBS who, being duly sworn and personally know to me, deposes and says that he/she is PRESIDENT of GIBBS & REGISTER, INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on SEMINOLE WEKIVA TRAIL, located in Seminole County, Florida, dated the 3RD day of DECEMBER, 2001, 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 \$ 43,212.60 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 \$ 43,212.60 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

State of FLORIDA )  
 ) ss  
 County of ORANGE )

John W. Gibbs  
 Affiant  
 JOHN W. GIBBS, PRESIDENT

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2003, by JOHN W. GIBBS, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Laurie A. Hedrick  
 Signature



Laurie A. Hedrick  
 Commission # CG 825664  
 Expires May 31, 2003  
 Bonded Thru  
 Atlantic Bonding Co., Inc.

Print name: LAURIE A. HEDRICK  
 Notary Public in and for the County and  
 State Aforementioned

My commission expires: 5/31/03

**CONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

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

State of FLORIDA County of ORANGE

JOHN W. GIBBS, being duly sworn according to law, deposes and says that he is  
the PRESIDENT (Title of Office of GIBBS & REGISTER, INC.).

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the  
SEMINOLE WEKIVA TRAIL (SR 434 TO  
~~MARKHAM WOODS ROAD~~) and that he is authorized to and does make this affidavit in  
behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

*John W. Gibbs*  
Signature of Affiant JOHN W. GIBBS

PRESIDENT  
Title

State of FLORIDA )  
 ) ss  
County of ORANGE )

The foregoing instrument was acknowledged before me this 9TH day of JANUARY,  
20 03, by JOHN W. GIBBS, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

*Laurie A. Hedrick*  
Signature



Laurie A. Hedrick  
Commission # CC 825664  
Expires May 31, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

Print name: LAURIE A. HEDRICK  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 5/31/03


# CONSENT OF SURETY TO FINAL PAYMENT

We, the St. Paul Fire & Marine Insurance Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Two million seven hundred ninety-six thousand four hundred seven and 96/100 Dollars (\$2,796,407.96) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the St. Paul Fire & Marine Insurance Company has caused this instrument to be executed on its behalf of its Attorney-In-Fact & Fla. Resident Agent and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 7th day of February 20 03

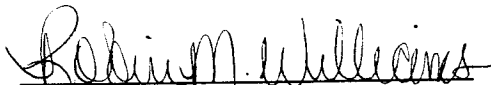
St. Paul Fire & Marine Insurance Company  
Surety Company

  
Benjamin H. French  
Attorney-in-Fact & Fla. Resident Agent

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

State of \_\_\_\_\_ )ss  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 7th day of February 2003, by Benjamin H. French, who is personally known to me or who has produced personally known as identification.

  
Signature

Print name: Robin M. Williams  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 01-15-05

CONSENT OF SURETY TO FINAL PAYMENT  
6/19/96

ROBIN M. WILLIAMS  
Notary Public, State of Florida  
My comm. exp. Jan. 15, 2005  
Comm. No. CC 993417

App. S-1



The **St Paul**

POWER OF ATTORNEY

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

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

Power of Attorney No. 22290

Certificate No. 1143798

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

**Benjamin H. French**

**Gainesville**

**Florida**

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 4th day of December, 2000

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

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



*John F. Phinney*  
JOHN F. PHINNEY, Vice President  
*Thomas E. Huibregtse*  
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
City of Baltimore

On this 4th day of December, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

My Commission expires the 13th day of July, 2002.



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA, Notary Public

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

Bond # 400SK0849

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE Gibbs & Register, Inc., hereinafter referred to a "Principal" and St. Paul Fire & Marine Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$279,640.80 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 FC-1163-01/BJC, and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated December 31, 2001, 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 sponsible 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 lirnited 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

01/31/2002 FC-1163-01/BJC Seminole Wekiva Trail

00620-1

7/19/2001

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 7th  
day of February, 2003

Address;

438 N. Dillard St.

Winter Garden, FL 34787

Gibbs & Register, Inc. (SEAL)

Principal

By: John W. Gibbs

Its: \_\_\_\_\_

(If a Corporation) JOHN W. GIBBS, PRESIDENT

ATTEST: Joanne G. Register

Its: \_\_\_\_\_

(If a Corporation) JOANNE G. REGISTER SECRETARY /  
TREASURER

Address:

P.O. Box 90027

Gainesville, FL 32607

St. Paul Fire & Marine Insurance Company (SEAL)

Surety

By: Benjamin H. French

Benjamin H. French

Its Attorney-in-Fact & Fla. Resident Agent

Phone No. 352-374-7779

Fax No. 352-374-8179

ATTEST: Robin Williams

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,

MAINTENANCE BOND

01/31/2002 FC-1163-01/BJC Seminole Wekiva Trail

7/19/2001

00620-2

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

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

Power of Attorney No. **22290**

Certificate No. **1143799**

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

**Benjamin H. French**

**Gainesville**

**Florida**

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

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed and sealed this 4th day of December, 2000.

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

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



*John F. Phinney*  
JOHN F. PHINNEY, Vice President

*Thomas E. Huibregtse*

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
City of Baltimore

On this 4th day of December, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

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

My Commission expires the 13th day of July, 2002.



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA, Notary Public