

CONSTRUCTION CONTRACTS

- 20. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1256-05/TLR – Sweetwater Cove Tributary Surface Water Restoration and Erosion Control with Intertech, Inc. (Certificate of Completion).**

CC-1256-06/TLR provided for all labor, materials, equipment, coordination, transportation and incidentals necessary for construction of a wet sedimentation basin, the restoration of specific areas, and the installation of multiple detention weirs including approximately 450 linear feet of 3' high sheet pile along Sweetwater Creek. The work includes clearing and grubbing, earthwork, detention weirs, sodding, concrete drive, staked silt fence, floating turbidity barrier, concrete rubble riprap, erosion control blanket with plantings, and geocell with plantings and/or gravel infill. As of March 06, 2006, 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 and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment

County Contract No.: CC-1256-05/TLR

Project: Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment

Contractor: Intertech, Inc.

Agreement for \$ 534,135.00 Agreement Date: March 21, 2005

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

To: Metric Enigneering, Inc. (CEI)
Engineer

And to Intertech, Inc.
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:

September 30, 2005
Date of Substantial Completion

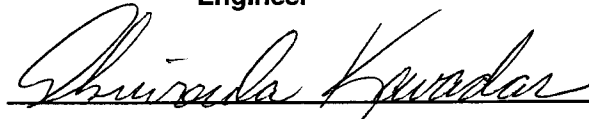
A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within thirty (30) days 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 September 30, 2005, 2005

Metric Engineering, Inc.

Engineer

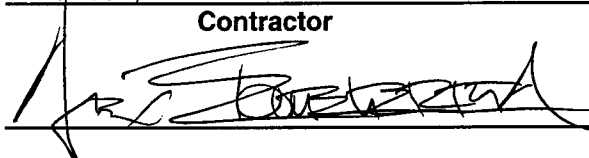
By: 

CONTRACTOR accepts this Certificate of Substantial Completion

On SEPTEMBER 30th, 2005.

Intertech, Inc.

Contractor

By: 

Executed by COUNTY'S Project Manager on _____, 20____.

Project Manager

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment

COUNTY Contract No.: CC-1256-05/TLR

To: CONTRACTOR Intertech, Inc.

Project Manager Robert J. Walter

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on November 30, 2005 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

INTERTECH, INC.

Alfred Quinn
Contractor by

Shirley Swader, METRIC ENGINEERING, INC.
Engineer by

Reviewed by:

Sammy Roberts
for Contracts Supervisor

3/6/06
Date

CERTIFICATE OF ENGINEER

Agreement Title: Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment

County Contract No.: CC-1256-05/TLR

Agreement Date: March 21, 2005

Project: Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment

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: March 21, 2005

CONTRACTOR's Notice to Proceed: April 12, 2005

Days allowed by Agreement: 90

Extensions granted by C.O.: 0

Scheduled Completion Date: July 11, 2005

Work began: April 14, 2005

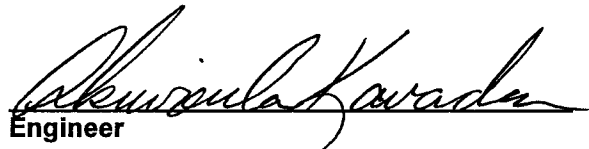
Project Substantially Completed: September 30, 2005

Days to complete: 225

Underrun

Overrun 135

12/2/05
Date


Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment

County Contract No.: CC-1256-05/TLR

Project: Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment

Contractor: Intertech, Inc.

Agreement for: Construction Agreement date: March 21, 2005

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

To: Seminole County Stormwater Division
Engineer

To: Intertech, Inc.
Contractor

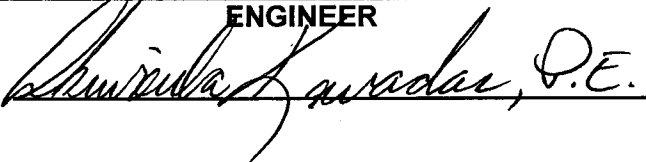
To: Carlton D. Henley, Chairman
Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

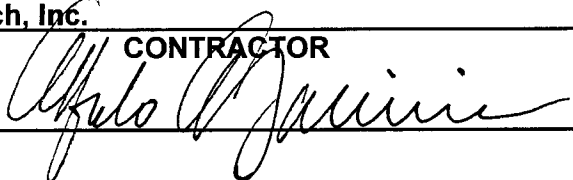
Date of Final Completion: November 30, 2005

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 2, 2005.

Metric Engineering, Inc.
ENGINEER
BY: , P.E.

CONTRACTOR accepts this certificate of Final Completion on December 12, 2005.

Intertech, Inc.
CONTRACTOR
BY: 

COUNTY accepts this Certificate of Final Completion on _____, 2005.

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: Sweetwater Cove

County Contract No.: CC-1256-05/TLR

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

BEFORE ME, the undersigned authority is said County and State, appeared Alfredo Jimenez who, being duly sworn and personally know to me, deposes and says that he/she is President of Intertech, Inc., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Sweetwater Cove, located in Seminole County, Florida, dated the 21st day of March, 2005, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 537,135⁰⁰ 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 \$ 537,135⁰⁰ 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)
County of Duval) ss

Alfredo Jimenez
Affiant

The foregoing instrument was acknowledged before me this 15th day of February, 2006, by Alfredo Jimenez, who is personally known to me or who has produced _____ as identification.

Lynne Baldwin
Signature

LYNNE BALDWIN
Notary Public, State of Florida
My comm. exp. June 5, 2009
Comm. No. DD 437149

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

My commission expires: 6/5/2009

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

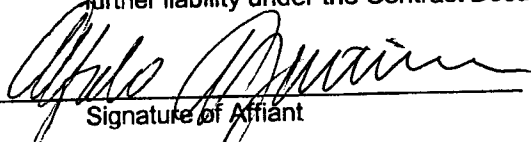
State of Florida County of Duval

Alfredo Jimenez, being duly sworn according to law, deposes and says that he is the President (Title of Office of InterTech, Inc.

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Sweetwater Cove CC-1256-05/TLR and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

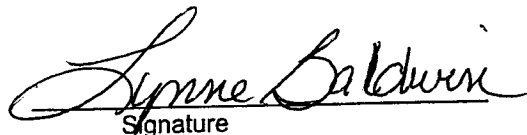
1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers,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


Signature of Affiant

President
Title

State of Florida)
) ss
County of Duval)

The foregoing instrument was acknowledged before me this 15th day of February, 2006, by Alfredo Jimenez, who is personally known to me or who has produced _____ as identification.


Signature

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

LYNNE BALDWIN
Notary Public, State of Florida
My comm. exp. June 5, 2009

My commission expires: June 5, 2009

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
6/19/96

App. Q-1

Seminole County CC-1256-05

- ☐ Sweetwater Cove Tributary Surface Water Restoration
☐ Erosion Control/Storm water Treatment Project
☐

InterTech, Inc.

, prime contractor

for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Department for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, services or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Department and work done under equipment-rental agreements.

EXCEPTION:

The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

RH Moore - \$17,476.71
Subcontractor name
Box 16549
Street Address
Tampa, FL 33687
City State Zip

Baker Brothers - \$35,370⁹⁵
Subcontractor name
707 Progress Way
Street Address
Sanford, Florida 32771
City State Zip

State of Florida
County of Duval

Sworn to and subscribed before me this 15th day

of February, 2006, by Alex Echeverria
(Print name of person signing Certification)

Lynne Baldwin
Notary Public
6/5/09
Commission Expires
Personally Known X OR Produced Identification
Type of Identification Produced
LYNNE BALDWIN
Notary Public, State of Florida
My comm. exp. June 5, 2009
Comm. No. DD 437149

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

InterTech, Inc.
Contractor
[Signature]
By
Director
Title

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 Duval
Carlton Kirtan, being duly sworn according to law, deposes and says that he is
the Owner (Title of Office) of Kirtan Brothers,
SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
Sweetwater Cove / Seminole Co. and that he is authorized to and does make this affidavit in
behalf of said Subcontractor.

The Affiant further deposes and says:

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

Carlton Kirtan
Signature of Affiant

Owner
Title

State of Florida)
County of Duval) ss

The foregoing instrument was acknowledged before me this 11th day of February,
2006, by Carlton Kirtan, who is personally known to me or ~~who has~~
~~produced~~ _____ as identification.

Lynne Baldwin
Signature

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

LYNNE BALDWIN
Notary Public, State of Florida
My comm. exp. June 5, 2009
Comm. No. DD 437149

My commission expires: 6/5/2009

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of FL County of Seminole
Robt Mescia, being duly sworn according to law, deposes and says that he is
 the Asst Contr (Title of Office of WSI / PPS)
 SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
Seminole Co/Sweetwater Cove and that he is authorized to and does make this affidavit in
 behalf of said Subcontractor.

The Affiant further deposes and says:

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

Robt Mescia

Signature of Affiant

Asst Contr

Title

State of FL)
 County of Seminole) ss

The foregoing instrument was acknowledged before me this 3 day of Feb,
 2006, by Robt Mescia, who is personally known to me or who has
 produced _____ as Identification.

Julia M Coleman
 Signature

Print name: Julia M. Coleman
 Notary Public in and for the County and
 State Aforementioned



Julia M Coleman
 My Commission DD326892
 Expires June 07 2008

My commission expires: 07/08

SUBCONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
 6/19/96

App. R-1

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

BM11356-Skop

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

State of FloridaCounty of OrangeJeanne M. Robinson, being duly sworn according to law, deposes and says that he is the Lien Release Supervisor (Title of Office of Hughes Supply INC.).

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the _____ and that he is authorized to and does make this affidavit in

behalf of said Subcontractor.

For materials supplied to Intertech, Inc. only.

The Affiant further deposes and says: Project: Sweetwater Cove

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.

Jeanne M. Robinson
Signature of AffiantLien Release Supervisor
TitleState of Florida)
County of Orange) ss

The foregoing instrument was acknowledged before me this 27th day of January, 2006, by Jeanne M. Robinson, who is personally known to me or who has produced personally known as identification.

Theresa A. Smith
SignaturePrint name: _____
Notary Public in and for the County and
State AforementionedTheresa A. Smith
MY COMMISSION # DD316765 EXPIRES
November 19, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: _____

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of FLORIDA

County of SEMINOLE

MARK A. WILLIAMS, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office of MARK'S LANDSCAPING, INC.

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sweetwater Cove and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

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

Mark A. Williams
Signature of Affiant

PRESIDENT
Title

State of Florida
County of Seminole ss

The foregoing instrument was acknowledged before me this 25 day of January 2006 by Mark A. Williams, who is personally known to me or who has produced _____ as identification.

Carole M. Gonzalez
Signature

Print name: Carole M Gonzalez
Notary Public in and for the County and State Aforementioned



Carole M Gonzalez
My Commission DD150638
Expires September 17 2006

My commission expires: 9-17-06

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of FLCounty of Orange

John Sharp, being duly sworn according to law, deposes and says that he is
the Vice President (Title of Office of Comfort House, Inc.

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
SWEETWATER COVE / SEAWOLE CO. and that he is authorized to and does make this affidavit in
behalf of said Subcontractor.

The Affiant further deposes and says:

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

John Sharp
Signature of Affiant

V.P.
Title

State of

) ss

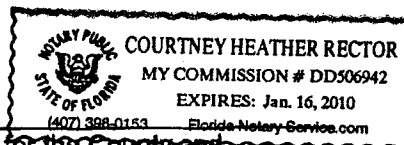
County of

)

The foregoing instrument was acknowledged before me this 26th day of January,
2006, by John Sharp, who is personally known to me or who has
produced _____ as identification.

Courtney Recto
Signature

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



My commission expires: _____

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of FloridaCounty of Broward

Kristen Chawla, being duly sworn according to law, deposes and says that he is
the Credit Mgr (Title of Office of Bobs Barricades

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
SEMINOLE COUNTY and that he is authorized to and does make this affidavit in

behalf of said Subcontractor. INTERTECH, INC.

SWEETWATER COVE STORMWATER, WELKIA SPRINGS RD.

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.

K. Chawla

Signature of Affiant

CR. Manager

Title

State of Florida)
County of Broward) ss

The foregoing instrument was acknowledged before me this 27 day of JAN,
2006, by KRISTEN CHAWLA, who is personally known to me or who has
produced _____ as identification.

Dale Siegel

Signature

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



Dale Siegel
My Commission DD200989
Expires May 27 2007

My commission expires: _____

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of FLORIDA County of SEMINOLE

DONNA JACKSON, being duly sworn according to law, deposes and says that he is the VICE-PRESIDENT (Title of Office of DALE'S AFFORDABLE TREE SERVICE) SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sweetwater Cove Project and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

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

Donna B. Jackson
Signature of Affiant

V - President
Title

State of Florida
County of Orange) ss

The foregoing instrument was acknowledged before me this 30 day of December, 2005 by DONNA JACKSON, who is personally known to me or who has produced F.D.M. Lee as identification.

Jacquelyne S. Trefcer
Signature

JACQUELYNE S. TREFCER
Notary Public, State of Florida
My comm. expires June 2, 2007
No. DD 216425

Print name: JACQUELYNE S. TREFCER
Notary Public in and for the County and State Aforementioned

My commission expires: 6-2-2007

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of Fla County of Seminole

Robert F. Carlson, being duly sworn according to law, deposes and says that he is the President (Title of Office of Southern Vilee).

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sweetwater Cove Project and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

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

Robert F. Carlson
Signature of Affiant


President
Title

State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 27th day of Dec, 2005, by _____, who is personally known to me or who has produced _____ as identification.

Patricia Jakubisin
Signature

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

 Patricia Jakubisin
My Commission DD272818
Expires December 07, 2007

My commission expires: Dec. 7, 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 Duval

Arnt Vagle, being duly sworn according to law, deposes and says that he is the Operations Manager (Title of Office) of ABC's of Landscaping, Inc. SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sweetwater Cove Project and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

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

Arnt Vagle
Signature of Affiant

Oper. Mgr.
Title

State of Florida)
County of Duval) ss

The foregoing instrument was acknowledged before me this 16th day of December, 2005 by Arnt Vagle, who is personally known to me or who has produced FDL V246-000-454120 as identification.

Lynne Baldwin
Signature

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

LYNNE BALDWIN
Notary Public, State of Florida
My comm. exp. June 5, 2009
Comm. No. DD 437149

My commission expires: 6/5/2009

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 Clay

Sandra Richardson, being duly sworn according to law, deposes and says that ^{she} ~~he~~ is the President (Title of Office of Piling Products Inc.)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sweetwater Cove and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

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

Sandra Richardson
Signature of Affiant

President
Title

State of FL)
County of Clay) ss

The foregoing instrument was acknowledged before me this 9th day of January, 2006 by Sandra Richardson, who is personally known to me or who has produced _____ as identification.

Dawn Johnson
Signature

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

My commission expires: DAWN JOHNSON KIEFFER
Notary Public, State of Florida
My comm. exp. Dec. 25, 2009
Comm. No. DD 489719

WAIVER & RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00** hereby waives and releases its lien and right to claim for labor, services or materials furnished to **Intertech, Inc.** on the job of **Seminole County** to the following described property:

Sweetwater Cove Tributary
Wekiva Springs
Seminole County, Florida

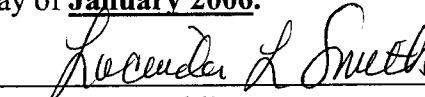
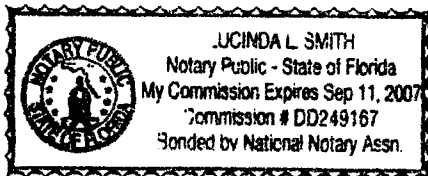
Dated on **January 26, 2006.**

SUNBELT RENTALS, INC.



Patricia L. Uddo, CBA-DCM

Sworn to and subscribed before me by **Patricia L. Uddo** who is personally known to me and who did not take an oath, this **26th** day of **January 2006.**


FL Notary Public

NOTE: This is a statutory form prescribed by Section 713.20, FL Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

This document prepared by: C. Smith

CENTRAL FLORIDA – CREDIT DEPARTMENT
314 W. Landstreet Rd., Orlando, FL 32824
407-816-1591 Fax 407-816-6760

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of Florida

County of Orange

Cathalina Detwiler, being duly sworn according to law, deposes and says that he is the vice President (Title of Office of Straight Up Fence, SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sweetwater Cove and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

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

Cathalina Detwiler
Signature of Affiant

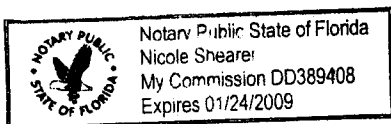
Vice President
Title

State of FL)
County of Orange) ss

The foregoing instrument was acknowledged before me this 17 day of Jan, 2006 by Cathalina Detwiler, who is personally known to me or who has produced _____ as identification.

Nicole Shearer
Signature

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



My commission expires: 1-24-2009

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 Volusia

Michael Hall, being duly sworn according to law, deposes and says that ^{she} he is
the Asst credit mgr (Title of Office of Consolidated Yalvington),
SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
Seminole County and that he is authorized to and does make this affidavit in
behalf of said Subcontractor, Inter Tech Inc

The Affiant further deposes and says: Property describe as Sweet Water Cove Stormwater
Waxton Springs Rd

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.

Michael Hall
Signature of Affiant

Asst credit mgr
Title

State of Florida)
County of Volusia) ss

The foregoing instrument was acknowledged before me this 26 day of January,
2006, by Michael Hall, who is personally known to me or who has
produced _____ as identification.

Carmen Sutton
Signature

Print name: _____
Notary Public in and for the County of _____
State Aforementioned
CARMEN SUTTON
Notary Public, State of Florida
My comm. expires Sept. 17, 2008
Comm. No. DD 334112
My commission expires: _____

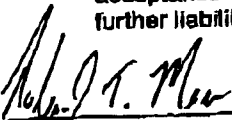
SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of FL County of Seminole
Robt Mescia, being duly sworn according to law, deposes and says that he is
 the Asst Contr (Title of Office of WSI/PRS)
 SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
Seminole Co/Sweetwater Cove and that he is authorized to and does make this affidavit in
 behalf of said Subcontractor.

The Affiant further deposes and says:

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



Signature of Affiant

Asst Contr
 Title

State of FL)
) ss
 County of Seminole)

The foregoing instrument was acknowledged before me this 3 day of Feb
 2006, by Robt Mescia, who is personally known to me or who has
 produced _____ as Identification.



Signature

Print name: Julia M. Coleman
 Notary Public in and for the County and
 State Aforementioned



Julia M Coleman
 My Commission DD325892
 Expires June 07 2008

My commission expires: 07/08

SUBCONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
 6/19/96

App. R-1

CONSENT OF SURETY TO FINAL PAYMENT

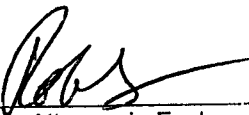
Bond #60013450

We, the Intertech Inc., having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Five Hundred Thirty Seven Thousand and One Hundred Thirty Five Dollars (\$ 537,135.00) 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.

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 Robert T. Theus has caused this instrument to be executed on its behalf of its Attorney In Fact and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 7th day of December 20 05.

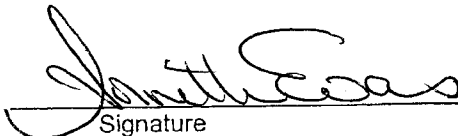
Guarantee Co of North America USA
Surety Company


Attorney-in-Fact Robert T. Theus

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

State of)
County of) ss

The foregoing instrument was acknowledged before me this 7th day of December 20 05, by Robert T. Theus, who is personally known to me or who has produced NA as identification.


Signature

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

My commission expires: 4/29/06

ANNETTE EVANS
Notary Public, State of Florida
My comm. exp. Apr. 29, 2010
Comm. No. DD **507587**-1



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Fitzhugh K. Powell, Sr., Fitzhugh K. Powell, Jr., Robert T. Theus, Roger R. Hurst, Robert C. Knoke
Cecil W. Powell**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

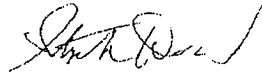
RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 6th day of June, 2005.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

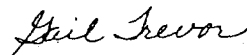

Stephen Dullard, Vice President

On this 6th day of June, 2005 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Gail Trevor
Notary Public, State of Michigan
County of Macomb
My Commission Expires August 2, 2005
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7th day of December

2005





Randall Musselman, Secretary

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

Bond #60013485

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Intertech Inc., hereinafter referred to a "Principal" and Guarantee Co. of North America USA, 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 \$ 53,713.50 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 Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment (CC-1256-05/TLR); and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated March 21, 2005, 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
02/2005

SWEETWATER COVER

00620-1
CC-1256-05

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 7th day
of December, 20 .

Address:

Intertech Inc. (SEAL)
Principal
By: [Signature] Its: PRESIDENT
(If a Corporation)

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

Address:

8046 Roswell Rd
Atlanta GA
30346

Guarantee Co of North America USA (SEAL)
Surety
By: [Signature]
Its Attorney-in-Fact
Robert T. Theus

Phone No. 904-353-3181

Fax No. 904-353-5722 904-353-3181

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.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Fitzhugh K. Powell, Sr., Fitzhugh K. Powell, Jr., Robert T. Theus, Roger R. Hurst, Robert C. Knoke
Cecil W. Powell**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

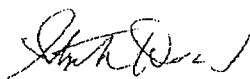
RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 6th day of June, 2005.

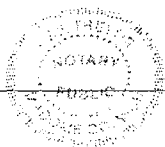
THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

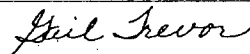

Stephen Dullard, Vice President

On this 6th day of June, 2005 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Gail Trevor
Notary Public, State of Michigan
County of Macomb
My Commission Expires August 2, 2005
Acting in Oakland County


IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7th day of December 20⁰⁵




Randall Musselman, Secretary