

CONSTRUCTION CONTRACTS

16. **Approve Change Order #2 and accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1209-03/BJC – Geneva Wilderness Area Expansion Project with PNL Commercial Corp. (Change Order #2 decrease \$5,851.52) (Certificate of Completion).**

CC-1209-03/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the Geneva Wilderness Park Nature Center addition and alterations. Change Order #2 will reduce the contract by \$5851.52 for contractor's delays on the project. The following is a summary of the cost of this contract:

Original Contract Sum	\$308,000.00
Change Order #1	6,031.20
Change Order #2	<u>-5,851.52</u>
Revised Contract Sum	\$308,179.68

As of March 24, 2006, all work and documentation have been satisfactory completed. Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve Change Order #2 and the final acceptance and authorize the Purchasing Manager to execute Change Order #2 and the Chairman to execute the Certificate of Completion.

SEMINOLE COUNTY, FLORIDA CHANGE ORDER FOR CONSTRUCTION PROJECTS

PURCHASING DIVISION
(407) 665-7116

1101 E. First Street
Sanford, Florida 32771-1468

Contract No: CC-1209-03/OTC

Initiation Date: NTP 7/24/03

Original: 308,000.00

Change Order No: 02

Account No: 113011-56062004

Contract Date: 7/21/2003

Contract for: GENEVA WILDERNESS AREA EXPANSION PROJECT

Arch/Eng Project No: 2001-47

You are requested to make the following change(s) in this contract:

PLEASE SEE ATTACHMENT

Reason for change(s):

DEDUCTS FOR DELAY OF PROJECT

Original Contract Sum.....	\$ 308,000.00
Contract sum prior to this change order.....	\$ 314,031.20
Change order (increase)(decrease)(unchanged).....	\$ -5,851.52
New contract sum including this change order will be.....	\$ 308,179.68
Contract time will be (increased)(decreased)(unchanged)	
By () calendar days	No calendar day.....
Final completion date through this change order.....	- 527 DAYS
	<u>7/11/05</u>

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

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

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

CHUCK LAMMAN
Project Manager

N/A
Architect/Engineer

FAC/MAINT.
Department/Division
By: [Signature]
Date: _____

Address _____
By: _____
Date: _____

RLI Insurance Co.
Contractor (Seal)
Peoria, IL
Address _____
By: [Signature]
Date: 3-13-06

Approved as to form & legal sufficiency:

[Signature] 3/28/06
County Attorney Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

Date: _____

CHANGE ORDER Revised 7/2003

App. H

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title:

Geneva Wilderness Area

COUNTY Contract No.

CC-1209-031 BJC

To: CONTRACTOR

PNL Commercial Corp.

Project Manager

Chuck Larson

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on July 14, 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

ESM - Director Bond Claims
PNL Commercial Corp. by its Contractor by
Surety: RLI Insurance Co.

BENTLEY AEF
Engineer by

Reviewed by:

James Roberts
for Contracts Supervisor

3/24/06
Date

CERTIFICATE OF ENGINEER

Agreement Title:

Geneva Wilderness Area

County Contract No.:

CC-1209-031-BJC

Agreement Date:

7/24/03

Project:

Geneva Wilderness Area Project

CERTIFICATE OF ENGINEER

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

Agreement Date:

July 21, 2003

CONTRACTOR's Notice to Proceed:

July 24, 2003

Days allowed by Agreement:

180 DAYS

Extensions granted by C.O.:

10 DAYS

Scheduled Completion Date:

FEB. 12, 2004

Work began:

July 24, 2003

Project Substantially Completed:

July 11, 2005

Days to complete:

707 DAYS

Underrun:

-

Overrun:

527 DAYS

Date

7-11-05CHUCK LAWSON PROJECT MANAGER
Engineer- N/A

CERTIFICATE OF FINAL COMPLETIONAgreement Title: Geneva Wilderness AreaCounty Contract No: CC-1209-031 BTCProject: Geneva Wilderness Area ProjectContractor: PNL Commercial Corp.Agreement for: Seminole County Government Agreement date: 7/24/03

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

To: CHUCK LAWSON PROJECT MANAGER
N/A-EngineerTo: EBL - Director Bond Claims
PNL Commercial Corp. Contractor
by its Surety: RIT Insurance Co.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:

July 11, 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 N/A, 20

CHUCK LAWSON PROTECT MANAGER
ENGINEER N/A

BY: [Signature]

CONTRACTOR accepts this certificate of Final Completion on 3-13, 2006.

EBW - Director Bond Claims
PPL Commercial CONTRACTOR
Corp by its Surety: RLI Insurance Co.
BY: E.B. Williams, Jr.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

BY: _____, Chairman

Date: _____

CONSENT OF SURETY TO FINAL PAYMENT

We, the Surety for PNL Commercial Corp., provided Performance and Payment Bonds for PNL Commercial Corp. covering the Geneva Wilderness Project described in the Bonds for the sum of Three Hundred Eight Thousand Dollars (\$308,000) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to RLI INSURANCE COMPANY. The Surety and Contractor concur that full payment to the SURETY is appropriate and the Surety expressly releases the COUNTY from all liability to Contractor resulting from full payment to SURETY.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said SURETY 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 Surety has caused this instrument to be executed on its behalf of its Principal and its duly authorized attorney in fact, and its corporate seal to be herunto affixed, all on this 13th day of March, 2006.

RLI Insurance Co.
Surety Company

[Signature]
Attorney-In-Fact

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

State of ARIZONA }
County of MARICOPA } ss

The foregoing instrument was acknowledged before me this 13th day of March, 2006, by Christine S. Cornelius who is personally known to me or who has produced _____ as identification.

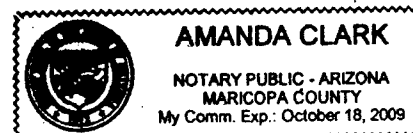
[Signature]
Signature

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

My commission expires: _____

CONSENT OF SURETY TO FINAL PAYMENT
6/19/96

APP. S-1





RLI Surety
 A Division of RLI Insurance Company
 P.O. Box 3967
 Peoria, IL 61612-3967
 Phone: 309-692-1000 800-645-2402
 Fax: 309-692-8637

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint:

Christine S. Cornelius

in the City of Peoria, State of Arizona, as Attorney-in-Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official; bail and surety and fidelity bonds. Indemnify in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Power of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused the presents to be executed by its President with its corporate seal affixed this 22 day of September, 2002.

ATTEST:

Camille J. Hensley
 Corporate Secretary



RLI Insurance Company

By: Jonathan E. Michael
 President

State of Illinois }
 County of Peoria } SS

On this 22 day of September, 2002 before me, a Notary Public, personally appeared Jonathan E. Michael and Camille J. Hensley, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery
 Notary Public

