

CONSTRUCTION CONTRACTS

- 17. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1202-03/BJC – Bookertown, Winwood, and Midway Sidewalks with CWB Contractors, Inc, Bunnell (Certificate of Completion).**

CC-1202-03/BJC provided for all labor, materials, equipment, coordination and incidentals necessary to construct approximately 1.20 miles of sidewalk in Midway, 1.20 miles of sidewalk in Bookertown, and 1.02 miles of sidewalk in Winwood, including connecting existing sidewalks and driveways to sidewalks and driveway aprons. As of March 24, 2006, all work and documentation have been satisfactory completed. Community Services/Community Assistance 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 FINAL COMPLETIONAgreement Title: BOOKERTOWN, WILKINWOOD, MIDWAY SIDEWALKSCounty Contract No: CC-1202-03/BJCProject: BOOKERTOWN, WILKINWOOD, MIDWAY SIDEWALKSContractor: CWB CONTRACTORS, INC.Agreement for: SIDEWALKS Agreement date: 7-23-03

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

To: SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE
EngineerTo: Chris Bayler
ContractorTo: _____
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: MARCH 9, 2006

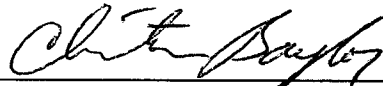
This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON _____, 20____

ENGINEER

BY: _____

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



CONTRACTOR

BY: CWB CONTRACTORS, INC

COUNTY accepts this Certificate of Final Completion on MARCH 9,
2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____, Chairman

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

Date: _____

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: BOOKERTOWN, WINWOOD, MIDWAY SIDEWALKS

COUNTY Contract No. CC-1202-03/BTC

To: CONTRACTOR CLUB CONTRACTORS, INC.

Project Manager REBECCA A. HECKTERS

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on MARCH 9, 2006 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

Chris Bayler
Contractor by

Engineer by

Reviewed by:

Rebecca A. Heckters
Contracts Supervisor

3-21-06
Date

March 3, 2006

Via: U.S. Mail & Fax 407-665-7366



Harris Civil Engineers, LLC

Becky Hectors
Seminole County
Community Development Office
1101 East 1st St.
3rd Floor (Room 3301)
Sanford, FL 32771

RE: CDBG Bookertown Sidewalk Project

Dear Becky:

This letter is to inform you that I have reviewed the Bookertown As-built plans and performed a site visit and confirm that the sidewalks have been built per the construction documents and County directed field changes. If you should require and further information, please do not hesitate to contact me.

Sincerely,
HARRIS CIVIL ENGINEERS, LLC

A handwritten signature in black ink, appearing to read "Richard A. Lis".

Richard A. Lis, PE
Engineering Manager

Copy: Glen Denman ~ Seminole County Inspector
Clinton Baylor ~ CWB Contractors, Fax (386) 586-7115
File 2152002

631 South Orlando Avenue
Suite 300
Winter Park, Florida 32789
800.595.8185

Telephone: 407-629-4777
Fax: 407-629-7888
www.harriscivilengineers.com

CONTRACTOR'S RELEASE

Agreement Title: BOOKERTOWN, WINWOOD, MIDWAY SIDEWALKS County Contract No.: CC-1202-03/BTC

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 CLINTON BAYLOR who, being duly sworn and personally know to me, deposes and says that he/she is PRESIDENT of CWB CONTRACTORS, INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on BOOKERTOWN, WINWOOD, MIDWAY SIDEWALKS located in Seminole County, Florida, dated the 9 day of MARCH, 2006, 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 \$ 416,756.00 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 \$ 416,756.00 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 _____)
County of _____) ss

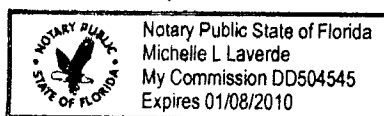
Clinton Baylor
Affiant

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Michelle L. Laverde
Signature

Print name: Michelle L. Laverde
Notary Public in and for the County and
State Aforementioned

My commission expires: 11/06/2010



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 SEMINOLE
CLINTON CAYLOR
CWB CONTRACTORS, INC., being duly sworn according to law, deposes and says that he is
the PRESIDENT (Title of Office of CWB CONTRACTORS, INC.)
CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the
CC-1203-03/RJC 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.

Clinton Caylor
Signature of Affiant

PRESIDENT
Title

State of)
County of) ss

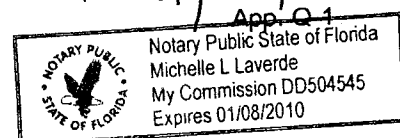
The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me or who has
produced _____ as identification.

Michelle L Laverde
Signature

Print name: Michelle L Laverde
Notary Public in and for the County and
State Aforementioned

My commission expires: 11/08/2010

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



**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3081634

11957878

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 a lien for labor, services or materials furnished to **C W B CONTRACTORS INC** to the following described property:

**SEMINOLE SIDEWALKS
46 CENTER ST MDIWAY/BOOKERTOWN
SANFORD FLORIDA
SEMINOLE, COUNTY**

Dated on **DECEMBER 8, 2005**

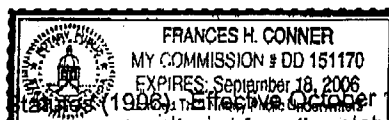
Lienor's Name RINKER MATERIALS of FLORIDA, INC.
Address 3626 Quadrangle Blvd Suite 200
Orlando, Florida 32817

By Danielle Belcher
AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME, by Danielle Belcher (name) as CREDIT SPECIALIST (title) of Rinker Materials of Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification, and who did not take an oath, this 8th day of DECEMBER, 2005.

[Signature]
Notary Public

My Commission expires:



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

LJM
DB

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of
\$ 800.00 hereby waives and releases its lien to a claim
for a lien for labor services or material furnished through (date) 7/28/05
to (customer) Joe Williams on the job of (owner property)
CWB Contractors, Inc. to the following described property:

Seminole Sidewalks

This waiver and release does not cover any retention of labor, services, or materials
furnished after date specified.

Dated On 8/1 20 05

Lienor's Name: Joe Williams
Address: 2477 Crawford Dr
Sanford, FL 32771

State of Florida County of Volusia
Signed before me on this 1st day of
August 20 05 by: Joe Williams

Notary Public Tammy Sue Jones

Personally Known

DL

Other _____

By: Joe Williams
Printed Name: JOE WILLIAMS
Title: _____



Tammy Sue Jones
My Commission DD183709
Expires February 12, 2007

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes.
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.

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of
\$ 50,000.00 hereby waives and releases its lien to a claim
for a lien for labor services or material furnished through (date) 7/28/05
to (customer) CWB Contractors, Inc. on the job of (owner property)
_____ to the following described property:

Seminole Sidewalks

This waiver and release does not cover any retention of labor, services, or materials
furnished after date specified.

Dated On _____ 20 _____

Lienor's Name: Seminole County
Address: 1101 East First St
Sanford, FL 32711-1468

State of _____ County of _____
Signed before me on this _____ day of _____
_____ 20 _____ by: _____

Notary Public _____

_____ Personally Known
_____ DL
_____ Other _____

By: _____
Printed Name: Clinton Baylor
Title: President

NOTE: This is a statutory form prescribed by Section 713.20, Florida 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.

★ Upon contingency of final payment ★