

CONSTRUCTION CONTRACTS

- 18. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1251-04/TLR – Kewannee Recreational Trail, Phase 1 with Central Florida Environmental (Certificate of Completion).**

CC-1251-04/TLR provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a new recreational trail facility. Work to include, but not limited to; site preparation, asphalt trail pavement, elevated wood boardwalk, landscape planting, park furniture installation, and concrete sidewalk with highly aesthetic and quality of finished product desired. As of March 22, 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.

SEMINOLE COUNTY

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Kewannee Recreational Trail Facility

County Contract No.: CC-1251-04/TLR

Project: Kewannee Recreational Trail – Phase 1

Contractor: Central Florida Environmental Corp.

Agreement for Construction Services Agreement Date: January 5, 2006

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

To: Central Florida Environmental Corp.
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and the County's representative, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

January 5, 2006
Date of Substantial Completion

A list of things to be completed 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 Certification 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.

CONTRACTOR accepts this Certificate of Substantial Completion On January 5, 2006.

Central Florida Environmental Corp.
Contractor
By: David Stalowy
David Stalowy, President

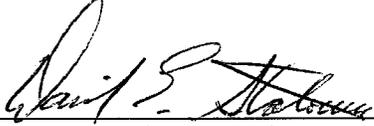
Executed by COUNTY'S Project Manager on January 5, 2006.
Mark Lichtenheld
Mark Lichtenheld, Project Manager

CERTIFICATE OF FINAL INSPECTION

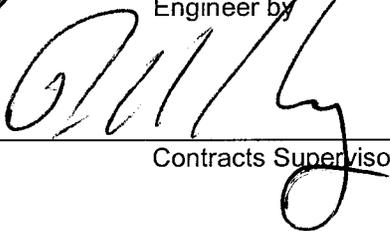
Agreement Title: Kewanee Recreational Trail Facility
COUNTY Contract No.: CC-1251-04/TLR
To: CONTRACTOR Central Florida Environmental Corp.
Project Manager Mark Lichtenheld

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on February 1, 2006 in accordance with Section 14 of the General Conditions, and is acceptable 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 *CFE, Inc.*  2-6-06
Contractor by Date

ENGINEER  2-3-06
Engineer by Date

Reviewed by:  3/22/06
Contracts Supervisor Date

CERTIFICATE OF ENGINEER

Agreement Title: Kewannee Recreational Trail Facility
COUNTY Contract No.: CC-1251-04/TLR
Contractor: Central Florida Environmental Corp.
Project: Kewannee Recreational Trail, Phase I

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:	<u>February 1, 2005</u>	
CONTRACTOR's Notice to Proceed:	<u>February 3, 2005</u>	
Days allowed by Agreement:		<u>245</u>
Extensions granted by C.O.:		<u>90</u>
Scheduled Completion Date:	<u>February 6, 2006</u>	<u>335</u>
Work began:	<u>February 10, 2005</u>	
Project Substantially Complete	<u>January 5, 2006</u>	
Days to Complete		<u>329</u>
Underrun:		<u>6</u>
Overrun:		<u>0</u>

2-3-06
Date


Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Kewanee Recreational Trail Facility

COUNTY Contract No.: CC-1251-04/TLR

Project: Kewanee Recreational Trail, Phase I

Contractor: Central Florida Environmental Corp.

Agreement for: Construction Agreement date: February 1, 2005

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

To: Seminole County Engineering Division
Engineer

To: Central Florida Environmental Corp.
Contractor

To: Seminole County Board of County Commissioners

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

Date of Final Completion: February 1, 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 _____ February 3, 2006

Seminole County Engineering
ENGINEER

By: David Waters

CONTRACTOR accepts this certificate of Final Completion on _____, 2006

Central Florida Environmental Corp.
CONTRACTOR

By: David E. Stokun

COUNTY accepts this Certificate of Final Completion on 2-6-, 2006

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley, Chairman

Date: _____

CONTRACTOR'S RELEASE

Agreement Title: Kewanee Trail I

County Contract No.: CC 1251 04 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 David E. Stalowy who, being duly sworn and personally know to me, deposes and says that he/she is pres. of CFE, Corp., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Kewanee Trail I, located in Seminole County, Florida, dated the 5 day of Jan, 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 \$ 106,772.78 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 \$ 106,772.78 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.

David E. Stalowy
Affiant

State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 7th day of February, 2006 by DAVID E. STALOWY, who is personally known to me or who has produced personally known as identification.

Susan Echols
Signature

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

My commission expires:  Susan Echols
My Commission DD231063
Expires July 10 2007

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

David E. Stalowy, being duly sworn according to law, deposes and says that he is the president (Title of Office of C.F.E., Corp.) CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Kennamach Trail Phase 1 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.

David E. Stalowy
Signature of Affiant

pres.
Title

State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 7th day of February, 2006, by DAVID E. STALOWY, who is personally known to me or who has produced personally known as identification.

Susan Echols
Signature

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

My commission expires: Expires July 10 2007
App. 01



FROM : CFE, CORP.

PHONE NO. : 407 834 6115

Feb. 09 2006 12:20AM P3

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 Orange
Wes Rose, being duly sworn according to law, deposes and says that he is
the Pres (Title of Office of Rose Fence Co.)
SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
Rewannee Trail 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.

Wes Rose
Signature of Affiant

Pres
Title

State of Fla }
County of Orange } ss

The foregoing instrument was acknowledged before me this 8th day of Feb
2006 by Wes Rose, who is personally known to me or who has
produced _____ as identification.

Lynn Marie Reid
Signature

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



My commission expires: _____

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU'RE PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER/ NOTICE TO CONTRACTOR*

Date: 10.21.05

Notice# 05-445

TO: SEMINOLE COUNTY
1101 E FIRST STREET ROOM 3208
SANFORD, FL 32771-1468

Certified 7005 1160 0001 0960 1438

cc 1251

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

MATERIALS AND/OR LABOR

for the improvement of the real property identified as
Kewanee Trail (Bond No 54-151227)

Under an order given by
CFE CORP.

Florida law prescribes the service of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

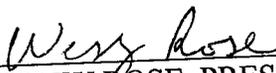
IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's Laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation


WESLEY ROSE, PRESIDENT

ROSE FENCE CO. INC.
7310 Old Cheney Highway
Orlando, Fl 32807
407 382 5000
407 384 2299

Copies:

1) 7005 1160 0001 0960 1445
CFE CORP

3.

5.

Bond No. 54-151227, CC-1251-04/TLR, Kewannee Trail, recreational trail facility from Kewannee Park to Oxford Road, Seminole County, Florida

Contractor - Central Florida Environmental Corporation
Final Contract Price - \$769,742.30

CONSENT OF SURETY TO FINAL PAYMENT Executed in 2 Counterparts

We, the United Fire & Casualty Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Seven Hundred Sixty * Dollars (\$769,787.30) 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.
* **Nine Thousand Seven Hundred Eighty Seven and 30/100**

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 United Fire & Casualty Company has caused this instrument to be executed on its behalf of its Representative and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 7th day of February 20 06.

United Fire & Casualty Company
Surety Company



Attorney-in-Fact, Deborah Mahl
& FL Licensed Resident Agent, 407-786-7770

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

State of FLORIDA)
) ss
County of ORANGE)

The foregoing instrument was acknowledged before me this 7th day of February, 20 06, by Deborah Mahl, who is personally known to me or who has produced N/A as identification.


Signature

Print name: Leslie M. Donahue
Notary Public in and for the County and State Aforementioned

LESLIE M. DONAHUE
Notary Public, State of Florida
My comm. exp. Jan. 7, 2007
Comm. No. DD 172347

My commission expires: 01/07/2007

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV, OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR DEBORAH MAHL, OR WALTER N. MYERS, OR DON BRAMLAGE OF DAYTONA BEACH, FL ALL INDIVIDUALLY of ALTAMONTE SPRINGS FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 29th day of June, 2005

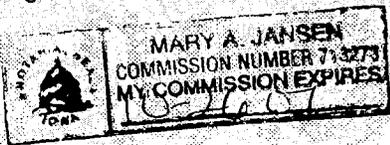


UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 29th day of June, 2005, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 7th day of February 20 06



David A. King Secretary

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

Bond No. 54-151227

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Central Florida Environmental Corporation, hereinafter referred to a "Principal" and United Fire & Casualty 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 \$~~76,974.23~~ 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 CC-1251-04/TLR - Kewannee Trail, and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated January 6, 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 and to maintain 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 and maintain said 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. * **Maintenance Term - 2/01/2006 - 2/01/2008**

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.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 7th day of January, 2006.

Address: _____
740 FL Central Parkway
Suite #2032
Longwood, FL 32750

Central Florida Environmental Corp. (SEAL)

Principal
By: [Signature] Its: [Signature]
(If a Corporation)

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

Address: _____
118 Second Avenue SE
Cedar Rapids, IA 52401

United Fire & Casualty Company (SEAL)

Surety
By: [Signature]
Deborah Mahl, Its Attorney-in-Fact & FL Licensed Resident Agent *

Phone No. 319-399-5700 - Surety, * 407-786-7770 - Agency

Fax No. 319-399-5425 - Surety, * 407-786-7766 - Agency

ATTEST: [Signature]
Leslie M. Doanhue

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.

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M. DONAHUE, OR KIM E. NIV, OR JEFFREY W. REICH, OR SUSAN L. REICH, OR TERESA L. DURHAM, OR PATRICIA L. SLAUGHTER, OR J. GREGORY MACKENZIE, OR DEBORAH MAHL, OR WALTER N. MYERS, OR DON BRAMLAGE OF DAYTONA BEACH, FL ALL INDIVIDUALLY of ALTAMONTE SPRINGS FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 29th day of June, 2005

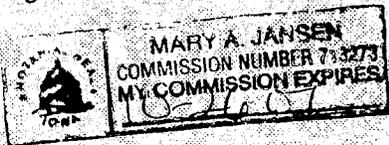


UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 29th day of June, 2005, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public
My commission expires 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 7th day of February 20 06



David A. Hoge Secretary



Pam Hastings/Seminole

03/27/2006 07:44 PM

To Peter Maley/Seminole@Seminole

cc Lenor Bromberg/Seminole@Seminole, Jerry McCollum/Seminole@Seminole

bcc

Subject re: PURCHASING AND CONTRACTS DIVISION'S CONSENT AND REGULAR AGENDA ITEMS (DRAFT VERSION) 4/11/06 - Kewanee Trail Phase I Acceptance

Pete - see Lenor's email, below, which unfortunately I didn't see 'til this evening. At any rate . . .

I'm guessing technically the dead landscaping repair issue Lenor has identified could possibly be put into the category of being something to address under warranty period/materials&workmanship bond provisions. However, if we can quickly pull the acceptance off so that it does not even appear on the published/posted agenda for April 11th, I do think that would be best . . . otherwise, once the April 11 agenda item list is reviewed with the Chairman by the County Manager (I believe that will occur on Monday, April 3), or the agenda is posted on the internet, we should probably all anticipate a question/comment either from the Chairman or from area citizen(s) - possibly via the Chairman's Office, since he is also the District Commissioner.

As indicated by Lenor, our intent would certainly not be to push it off indefinitely. From a practical standpoint, the difference acceptance makes is being able to keep retainage as an incentive for the contractor to ensure that initial plantings are at least able to survive through acceptance by the Board.

Assuming you can accommodate this request, do you want to set a 'No Later Than' go/no go date with Lenor as the April 25 agenda?

Sincere appreciation for whatever you are able to do on this - and do feel free to discuss/work out any specifics or alternative arrangements you want directly with Lenor. Again, **thanks**.

/s/

Pam Hastings

Manager, Department of Public Works Administration

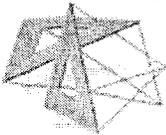
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----- Forwarded by Pam Hastings/Seminole on 03/27/2006 06:52 PM -----



Lenor

Bromberg/Seminole

03/27/2006 04:28 PM

To Pam Hastings/Seminole@Seminole

cc

Subject Re: Fw: PURCHASING AND CONTRACTS DIVISION'S CONSENT AND REGULAR AGENDA ITEMS (DRAFT VERSION) 4/11/06

Pam-

Mark Lichtenheld and I are having some issues with getting the contractor to "repair" some dead landscaping on the Kewanee Trail Phase 1 - if possible we would like to push the acceptance to the April 25th BCC to give CFE an opportunity to make the requested corrections before the Board