

CONSTRUCTION CONTRACTS

- 9. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1247-04/TLR – Howell Creek Pedestrian Bridge and Sidewalk Improvements with Southland Construction, Inc., Apopka (Certificate of Completion).**

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Howell Creek Pedestrian Bridge

COUNTY CONTRACT NO.: CC-1247-04/TLR

PROJECT: Howell Creek Pedestrian Bridge

CONTRACTOR: Southland Construction Company

AGREEMENT FOR: Construction AGREEMENT DATE: Nov. 20, 2004

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

TO: Seminole County Engineering Division (ENGINEER)

TO: Southland Construction Company (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:

February 23, 2005

Date of Final Completion

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:

MARCH 7, 2005

Seminole County Engineering Division (Engineer)

By:

Al Collock

CONTRACTOR accepts this Certificate of Final completion on:

2-28-5

Date

SOUTHLAND CONSTRUCTION, INC.
(CONTRACTOR)

BY:

James Flan

COUNTY accepts this Certificate of Final Completion on

May 10, 2005

Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY:

Carlton D. Henley, CHAIRMAN

Clerk of Board of
County Commissioners of
Seminole County, Florida

DATE: _____

**SEMINOLE COUNTY
CERTIFICATE OF FINAL INSPECTION**

Agreement Title: Howell Creek Pedestrian Bridge

COUNTY Contract NO.: CC-1247--04/TLR

TO: CONTRACTOR Southland Construction Company

PROJECT MANAGER: Al Collock

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on **Feb. 22, 2005** (date) 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

By: *Janet Han* Date: 2-28-5

ENGINEER:

By: *Al Collock* Date: February 22, 2005
Seminole County Engineering Division

Approved:

Diame Reed Date: April 6, 2005
Contracts Analyst

[Signature] Date: 6 April 2005
Purchasing Manager:

SEMINOLE COUNTY
CERTIFICATE OF SUBSTANTIAL COMPLETION

AGREEMENT TITLE: Continuous Contract for Public Works Minor Construction Projects

COUNTY CONTRACT NO.: CC-1247-04/TLR

PROJECT: Howell Creek Pedestrian Bridge

CONTRACTOR: Southland Construction Company

AGREEMENT FOR: Bridge Construction AGREEMENT DATE: Nov. 20, 2004

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

TO: Seminole County Engineering Division (ENGINEER)

AND TO: Southland Construction (CONTRACTOR)

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

January 31, 2005
(DATE OF SUBSTANTIAL COMPLETION)

A list of items 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.

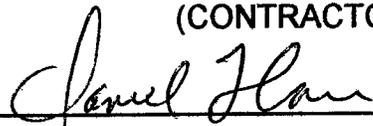
Executed by ENGINEER on: February 22, 2005

Seminole County Engineering Division
(ENGINEER)

BY: 
Al Collock, Project Manager

CONTRACTOR accepts this Certificate of Substantial Completion ON:

Southland Construction Company
(CONTRACTOR)

BY: 
DANIEL L. CARR, PRES.
PRINT (Name, Position)

AGREEMENT TITLE: Howell Creek Pedestrian Bridge

COUNTY CONTRACT NO.: CC-1247-04/TLR

AGREEMENT DATE: Nov. 20, 2004

PROJECT: Howell Creek Pedestrian Bridge

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>Nov. 20, 2004</u>	
CONTRACTOR Notified to Proceed:	<u>Nov. 20, 2004</u>	
Days allowed by Agreement:		<u>180</u>
Extensions Granted by C.O.		<u>0</u>
Total Days Allowable:		<u>180</u>
Scheduled Completion Date:	<u>May 18, 2005</u>	
Work Began:	<u>Nov. 29, 2004</u>	
Project Substantially Complete:	<u>Jan. 31, 2005</u>	
Days to Complete:		<u>71</u>
Underrun:		<u>109</u>
Overrun		<u>---</u>

Date: 2/22/05

By: 
(ENGINEER)

Lake Howell Pedestrian Bridge

NTP: Nov. 20, 2004

<i>Date</i>	<i>Contract Day</i>
Nov. 20	1
Nov. 21	2
Nov. 22	3
Nov. 23	4
Nov. 24	5
Nov. 25	6
Nov. 26	7
Nov. 27	8
Nov. 28	9
Nov. 29	10
Nov. 30	11
Dec. 1	12
Dec. 2	13
Dec. 3	14
Dec. 4	15
Dec. 5	16
Dec. 6	17
Dec. 7	18
Dec. 8	19
Dec. 9	20
Dec. 10	21
Dec. 11	22
Dec. 12	23
Dec. 13	24
Dec. 14	25
Dec. 15	26
Dec. 16	27
Dec. 17	28
Dec. 18	29
Dec. 19	30
Dec. 20	31
Dec. 21	32
Dec. 22	33
Dec. 23	34
Dec. 24	35
Dec. 25	36
Dec. 26	37
Dec. 27	38
Dec. 28	39
Dec. 29	40
Dec. 30	41
Dec. 31	42
Jan. 1, 2005	43
Jan. 2	44
Jan. 3	45
Jan. 4	46

<i>Date</i>	<i>Contract Day</i>
Jan. 5	47
Jan. 6	48
Jan. 7	49
Jan. 8	50
Jan. 9	51
Jan. 10	52
Jan. 11	53
Jan. 12	54
Jan. 13	55
Jan. 14	56
Jan. 15	57
Jan. 16	58
Jan. 17	59
Jan. 18	60
Jan. 19	61
Jan. 20	62
Jan. 21	63
Jan. 22	64
Jan. 23	65
Jan. 24	66
Jan. 25	67
Jan. 26	68
Jan. 27	69
Jan. 28	70
Jan. 29	71
Jan. 30	72
Jan. 31	73
Feb. 1	74
Feb. 2	75
Feb. 3	76
Feb. 4	77
Feb. 5	78
Feb. 6	79
Feb. 7	80
Feb. 8	81
Feb. 9	82
Feb. 10	83
Feb. 11	84
Feb. 12	85
Feb. 13	86
Feb. 14	87
Feb. 15	88
Feb. 16	89
Feb. 17	90
Feb. 18	91
Feb. 19	92

Lake Howell Pedestrian Bridge

Date	Contract Day
Feb. 20	93
Feb. 21	94
Feb. 22	95
Feb. 23	96
Feb. 24	97
Feb. 25	98
Feb. 26	99
Feb. 27	100
Feb. 28	101
March 1	102
March 2	103
March 3	104
March 4	105
March 5	106
March 6	107
March 7	108
March 8	109
March 9	110
March 10	111
March 11	112
March 12	113
March 13	114
March 14	115
March 15	116
March 16	117
March 17	118
March 18	119
March 19	120
March 20	121
March 21	122
March 22	123
March 23	124
March 24	125
March 25	126
March 26	127
March 27	128
March 28	129
March 29	130
March 30	131
March 31	132
April 1	133
April 2	134
April 3	135
April 4	136
April 5	137
April 6	138
April 7	139
April 8	140

Date	Contract Day
April 9	141
April 10	142
April 11	143
April 12	144
April 13	145
April 14	146
April 15	147
April 16	148
April 17	149
April 18	150
April 19	151
April 20	152
April 21	153
April 22	154
April 23	155
April 24	156
April 25	157
April 26	158
April 27	159
April 28	160
April 29	161
April 30	162
May 1	163
May 2	164
May 3	165
May 4	166
May 5	167
May 6	168
May 7	169
May 8	170
May 9	171
May 10	172
May 11	173
May 12	174
May 13	175
May 14	176
May 15	177
May 16	178
May 17	179
May 18	180

CONTRACTOR'S RELEASE

Agreement Title: HOWELL CREEK PED. BRIDGE County Contract No.: CC-1247-04/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 DANIEL L. CARR who, being duly sworn and personally know to me, deposes and says that he/she is PRESIDENT of SOUTHLAND CONSTRUCTION, INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on HOWELL CREEK PED. BRIDGE, located in Seminole County, Florida, dated the 20TH day of NOVEMBER, 2004, 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 \$ 17,927.35 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 \$ 17,927.35 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.

Daniel Carr
Affiant

State of FLORIDA)
) ss
County of ORANGE)

The foregoing instrument was acknowledged before me this 3rd day of March, 2005, by Daniel L. Carr, who is personally known to me or who has produced _____ as identification.

Ramona Cox Hansbrough
Signature

Print name: Ramona Cox Hansbrough
Notary Public in and for the County and State Aforementioned
My Commission DD087152
Expires March 31, 2006



My commission expires: 3/31/06

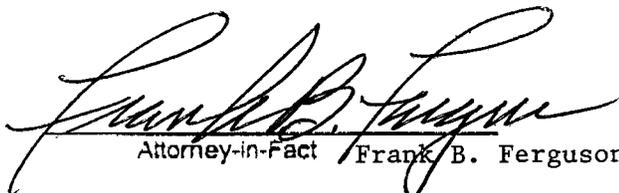
CONSENT OF SURETY TO FINAL PAYMENT

We, the Western Surety Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of One Hundred Fifty One Thousand, Four Hundred Sixty Five and 75/100 Dollars (\$ 151,465.75) 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 for 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 Western Surety Company has caused this instrument to be executed on its behalf of its Resident Agent and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 28th day of February 20 05.

Western Surety Company
Surety Company


 Attorney-in-Fact Frank B. Ferguson

(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 28th day of February 20 05 by Frank B. Ferguson, who is personally known to me or who has produced _____ as identification.


 Signature

Print name: NANCY C. TORRES
 Notary Public in and for the County and State Aforementioned

 My commission expires: December 21, 2006
 BONDING THRU TROY FAIN INSURANCE, INC.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Les McGrath, Frank B Ferguson, Susan P Villella, Colin F Galloway, Individually

of Windermere, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of July, 2004.

WESTERN SURETY COMPANY

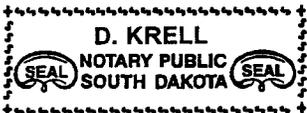


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of July, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY 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.

My commission expires
November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of February, 2005.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Southland Construction Inc., hereinafter referred to a "Principal" and Western Surety 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 \$ 15,146.58 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 1247-04/242 and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated November 20, 2004, 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.

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 28th
day of February, 2005.

Address:

P.O. Box 2389

Apopka, Fl. 32703

Southland Construction, Inc. (SEAL)

Principal
By: *Daniel L. Carr* Its: President
(If a Corporation)
Daniel L. Carr

ATTEST: *Daniel L. Carr* Its: Secretary
(If a Corporation)
Daniel L. Carr

Address:

P.O. Box 1040

Windermere, Fl. 34786

Western Surety Company (SEAL)

Surety
By: *Frank B. Ferguson*
Its Attorney-in-Fact & Resident Agent
Frank B. Ferguson

Phone No. 407-876-4447

Fax No. 407-876-7747

ATTEST: *Susan P. Villella*
Susan P. Villella

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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Les McGrath, Frank B Ferguson, Susan P Villella, Colin F Galloway, Individually

of Windermere, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of July, 2004.



WESTERN SURETY COMPANY

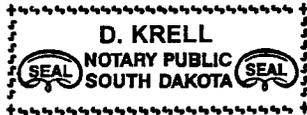
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of July, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY 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.

My commission expires

November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of February, 2005.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary