

17. **Accept and authorize the Chairman to execute the Certificate of Completion for FC-1189-02/BJC – Switchgear Replacement, West Penthouse at County Services Building, with Florida Industrial Electric, Inc., Longwood (Certificate of Completion).**

FC-1189-02/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the replacement of existing west wing Penthouse electrical switchboard/MCC with a new two section panel-board in the same location and rework all existing mechanical control wiring. As of April 21, 2003, all work and documentation have been satisfactory completed. Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Switchgear Replacement, West Penthouse, County Services Building
County Contract No.: CC-1189-02/BJC
Project: Switch gear Replacement, West Penthouse, County Services Building
Contractor: Florida Industrial Electric Inc.
Agreement for _____ Agreement Date: October 8, 2002

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

To: KLG/Orlando Inc.
Engineer
And to Florida Industrial Electric
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:

February 9, 2003
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 N/A () day 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 9 April, 2003

KLG Orlando Inc.
Engineer

By: 

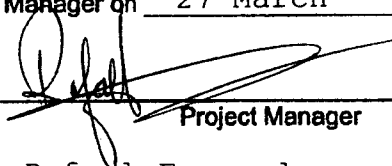
CONTRACTOR accepts this Certificate of Substantial Completion

On April 19, 2003.

Florida Industrial Electric Inc.
Contractor

By:  up/coo

Executed by COUNTY'S Project Manager on 27 March, 2003.


Project Manager
Rafael Fernandez

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: West Wing Switchgear Replacement, County Services Bldg.

COUNTY Contract No. CC-1189-02/BJC

To: **CONTRACTOR** Florida Industrial Electric


Project Manager ~~Rafael Fernandez~~

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on February 20, 2003 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

Ronald H. Rothwell *sp/ceo*
Contractor by
Florida Industrial Electric, Inc.
811 Wilma Street
Longwood, FL. 32750
DI 118


Engineer by
KLG Orlando Inc
154 Wilshire Blvd.
Cassellberry, FL 32707

Reviewed by:

Contracts Supervisor

Date _____

CERTIFICATE OF ENGINEER

Agreement Title: West Wing Switchgear Replacement at County Services Building

County Contract No.: CC-1189-02/BJC

Agreement Date: October 8, 2002

Project: Switchgear Reaplacement, West wing, County Services BL.

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: October 8, 2002

CONTRACTOR's Notice to Proceed: October 31, 2002

Days allowed by Agreement: 120 Days

Extensions granted by C.O.: None

Scheduled Completion Date: February 20, 2003

Work began: January 24, 2003

Project Substantially Completed: February 9, 2003

Days to complete: 101 Days

Underrun: 19

Overrun: _____

Date

3/11/03

Engineer

William J. R.

KLG Orlando, Inc
154 Wilshire Blvd
Casselberry, FL. 32707

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Switchgear Replacement West Penthouse, County Services Building

County Contract No: CC-1189-02/BJC

Project: Switchgear Replacement, West Penthouse County Services Bldg.

Contractor: Florida Industrial Electric, Inc.

Agreement for: _____ **Agreement date:** October 8, 2002

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

To: KLG Orlando Inc

Engineer

To: Florida Industrial Electric, Inc.

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 20, 2003

CONTRACTOR'S RELEASE

Agreement Title: Switchgear Replacement County Contract No.: CC-1189-02
West Penthouse-CSB

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 Ronald H. Rothwell, v.p. who, being duly sworn and personally know to me, deposes and says that he/she is Vice President of Florida Industrial Electric, Inc. a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Seminole County Services Building West Wing located in Seminole County, Florida, dated the 10th day of April, 2003, 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 \$ 34,109.00 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 \$ 34,109.00 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 Florida)
) ss
County of Seminole)

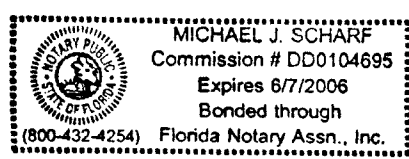
Ronald H. Rothwell v.p.
Affiant

The foregoing instrument was acknowledged before me this 10th day of April, 2003, by Ronald H. Rothwell, v.p., who is personally known to me or who has produced _____ as identification.

Michael J. Scharf
Signature

Print name: Michael J. Scharf
Notary Public in and for the County and
State Aforementioned

My commission expires: 6-7-2006



CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

17

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

State of Florida

County of Seminole

Ronald H. Rothwell, being duly sworn according to law, deposes and says that he is the Vice President (Title of Office of Florida Industrial Electric Inc

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Switchgear Replacement West Penthouse - CSB and that he is authorized to and does make this affidavit in behalf of said Contractor. CONTRACT # CC-1189-02/BSC

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.

Ronald H. Rothwell
Signature of Affiant

Vice President
Title

State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 10th day of April, 2003, by Ronald H. Rothwell, who is personally known to me or who has produced _____ as identification.

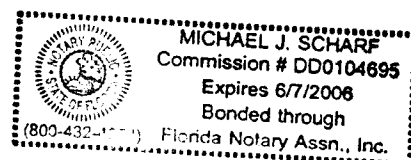
Michael J. Scharf
Signature

Print name: Michael J. Scharf
Notary Public in and for the County and State Aforementioned

My commission expires: 6-7-2006

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

App. Q-1



CONSENT OF SURETY TO FINAL PAYMENT

We, the Federal Insurance 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 Nine~~ ^{Thirty Four Thousand} Dollars (\$ 34,109.00***) 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 Federal Insurance Company has caused this instrument to be executed on its behalf of its Amy Sustaire -and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 10th day of April 20 03

Federal Insurance Company
Surety Company

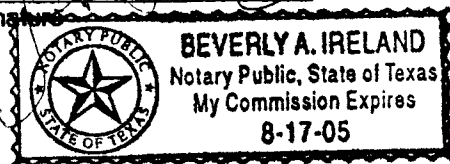
Amy Sustaire
Attorney-in-Fact

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

State of Texas)
County of Harris) ss

The foregoing instrument was acknowledged before me this 10th day of April, 20 03, by Amy Sustaire, who is personally known to me or who has produced _____ as identification.

Beverly A. Ireland
Signature



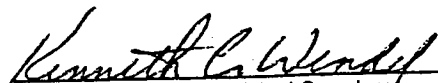
Print name: Beverly A. Ireland
Notary Public in and for the County and State Aforementioned

My commission expires: 8-17-05

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Marc W. Boots, Joy Hajovsky, Morris D. Plagens, Jr., Amy Sustaire, James R. Donnelly, Jr. and Beverly A. Ireland of Houston, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 3rd day of May, 2002

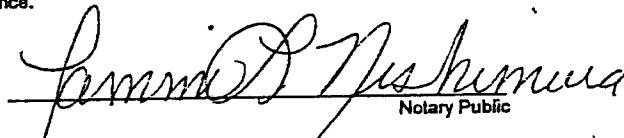

Kenneth C. Wendel, Assistant Secretary


Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this 3rd day of May, 2002, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

TAMMI L. NISHIMURA
Notary Public, State of New Jersey
No. 22-71960
Qualified in New Jersey
Commission Expires Feb. 8, 2006


Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

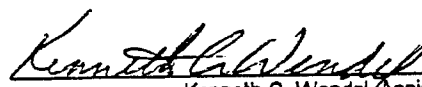
All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 10th day of April 2003.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com