

**13. Accept and authorize the County Manager to execute the Certificate of Final Completion for CC-1195-02/BJC – Osceola Road Landfill Maintenance Building with GCI/General Constructors, Inc., Altamonte Springs (Certificate of Completion).**

CC-1195-02/BJC provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of high bay vehicle maintenance building and attached one-story office and support space. As of May 04, 2004, all work and documentation have been satisfactory completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the County Manager to execute the Certificate of Completion.

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Osceola Road Landfill Maintenance Building

County Contract No.: CC-1195-02/BJC

Project Osceola Road Landfill Maintenance Building

Contractor GCI/General Constructors, Inc.

Agreement for: Construction of Project Agreement Date: March 20, 2004

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

To: HDR Engineering, Inc.  
Engineer

And To: GCI/General Constructors, Inc.  
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:

January 23, 2004  
Date of Substantial Completion

A list of times to 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 **30 days (February 23, 2004)** 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 obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on February 16, 20 04

HDR Engineering, Inc.

Engineer

By: William F. Eubank

CONTRACTOR accepts this Certificate of Substantial Completion

On February 16<sup>th</sup>, 20 04

GCI/General Constructors, Inc.

Contractor

By: [Signature]  
2/16/

Executed by COUNTY'S Project Manager on \_\_\_\_\_, 20 04

[Signature]  
Project Manager

# SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Osceola Road Landfill Maintenance Building

COUNTY Contract No. CC-1195-02/BJC

To: CONTRACTOR GCI General Constructors, Inc.

Project Manager Carol Hunter

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on December 22, 2003 and April 13, 2004 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

[Signature]  
Contractor by

William F. Embree, M.R. - CCC  
Engineer by

Reviewed by:

Jammy Roberts  
Contracts Supervisor

5/7/04  
Date

**CERTIFICATE OF ENGINEER**

Agreement Title: Osceola Road Landfill Maintenance Building  
 County Contract No.: CC-1195-02/BJC  
 Agreement Date: March 20, 2003  
 Project: Osceola Road Landfill Maintenance Building

*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: March 20, 2003  
 CONTRACTORS's Notice to Proceed: May 5, 2003  
 Days allowed by Agreement: 153  
 Extensions granted by C.O.: 44  
 Scheduled Completion Date: December 18, 2003  
 Work began: May 5, 2003  
 Project Substantially Completed: January 23, 2004  
 Days to complete: 263  
 Underrun: 0  
 Overrun: 66

April 23, 2004  
Date

William B. Fisher  
Engineer

# CERTIFICATE OF FINAL COMPLETION

13

Agreement Title: Osceola Road Landfill Maintenance Building

County Contract No: CC-1195-02/BJC

Project: Osceola Road Landfill Maintenance Building

Contractor: GCI/General Constructors, Inc.

Agreement for: \$1,101,855.72 Agreement date: March 20, 2003

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

To: HDR Construction Control Corporation  
Engineer

To: GCI/General Constructors, 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: April 14, 2004

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 April 23 20 04

**HDR Construction Control Corporation**  
ENGINEER

BY: *William F. Eubank*

CONTRACTOR accepts this certificate of Final Completion on \_\_\_\_\_, 20 \_\_\_\_\_.

**GCI/General Constructors, Inc.**  
CONTRACTOR

BY: *[Signature]*

COUNTY accepts this Certificate of Final Completion on May, 25, 20 04.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
BY: \_\_\_\_\_, Chairman

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

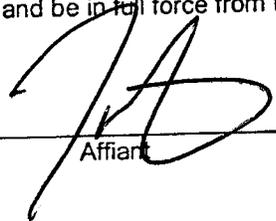
Date: \_\_\_\_\_

CONTRACTOR'S RELEASE

Osceola  
Agreement Title: Road Landfill Maint. Bldg. County Contract No.: CC-1195-02

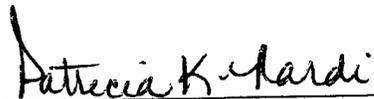
Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared Timothy J. Fierro who, being duly sworn and personally know to me, deposes and says that he/she is President of GCI/General Constructors, Inc a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Osceola Road Landfill Maint. Bldg., located in Seminole County, Florida, dated the 30th day of April, 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 \$ 1,101,855.72 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 \$ 1,101,855.72 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.

  
\_\_\_\_\_  
Affiant

State of Florida )  
                          ) ss  
County of Seminole )

The foregoing instrument was acknowledged before me this 30th day of April, 2004, by Timothy J. Fierro, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature

Print name: Patricia K. Nardi  
Notary Public in and for the County and  
State Aforementioned

My commission expires: August 1, 2006

13

### 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

Timothy J. Fierro, being duly sworn according to law, deposes and says that he is the President (Title of Office) of GCI/General Constructors, Inc.

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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.

[Signature]  
Signature of Affiant

President  
Title

State of Florida )  
County of Seminole ) ss

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April 2004, by Timothy J. Fierro, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Patricia K. Nardi  
Signature

Print name: Patricia K. Nardi  
Notary Public in and for the County and State Aforementioned

Patricia K. Nardi  
MY COMMISSION # DD127782 EXPIRES August 1, 2006

My commission expires: 8/1/06  
App. Q-1

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

RECEIVED

APR 23 2004

GCI





# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

13

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

State of FL County of Seminole

Norm Reynolds, being duly sworn according to law, deposes and says that he is the President, (Title of Office) of Apex Painting, LLC, SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

Norm Reynolds  
Signature of Affiant

President  
Title

State of Florida )  
County of Seminole ) ss

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2004, by Norm Reynolds, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Patricia K. Nardi  
Signature

Print name: Patricia K. Nardi  
Notary Public in and for the County and State Aforementioned



Patricia K. Nardi  
MY COMMISSION # DD127732 EXPIRES  
August 1, 2006  
BONDED THRU TROY FAIN INSURANCE, INC

My commission expires: 8/1/06

# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

13

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

State of Florida

County of Seminole

Thomas A. Cannon, being duly sworn according to law, deposes and says that he is the Vice-President (Title of Office) of Central Florida Heating & Air Conditioning, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

[Signature]  
Signature of Affiant

Vice-President  
Title

State of Florida )  
County of Seminole ) ss

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2004, by Thomas A. Cannon, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

Print name: Linda L Barnett  
Notary Public in and for the County and State Aforementioned



Linda L Barnett  
My Commission DD019240  
Expires June 16, 2005

My commission expires: \_\_\_\_\_

RECEIVED

MAR 31 2004

GCI

# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

13

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

State of FLORIDA County of ORANGE

SANDRA C BRATCHER, being duly sworn according to law, deposes and says that she is the CR. MGR, (Title of Office) of Central Florida Lumber & Supply (Mills & Nebraska), SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

[Signature]  
Signature of Affiant

Credit Manager  
Title

State of FLORIDA )  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 29 day of March, 2004, by SANDRA C. BRATCHER, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

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

 Carol L Garlington  
My Commission DD135007  
Expires July 17 2006

My commission expires: \_\_\_\_\_

RECEIVED

MAR 26 2004

GCI

**SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

13

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

State of FLORIDA

County of ORANGE

CHARLES B. Flynn, being duly sworn according to law, deposes and says that he is the President, (Title of Office) of Charles B. Flynn & Company, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

[Signature]  
Signature of Affiant

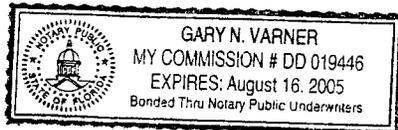
President  
Title

State of FLORIDA )  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 29 day of MARCH, 2004, by CHARLES B. Flynn, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

Print name: GARY N. VARNER  
Notary Public in and for the County and State Aforementioned



My commission expires: 8/16/05

RECEIVED

MAR 29 2004

GOI

13

### 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 ORANGE

FARA BROOME, being duly sworn according to law, deposes and says that he is the OFFICE MANAGER (Title of Office) of Drainfield Doctor, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

Fara Broome  
Signature of Affiant

Office Manager  
Title

State of FLORIDA,  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 1ST day of APRIL 2004, by FARA BROOME, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Marianne Cervasio

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



My commission expires: Aug 16, 2006



RECEIVED

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

MAR 30 2004

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

State of FLORIDA

County of ORANGE COUNTY

being duly sworn according to law, deposes and says that he is the PROJECT MANAGER, (Title of Office) of Glass America, SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

[Signature]  
Signature of Affiant

PROJECT MANAGER  
Title

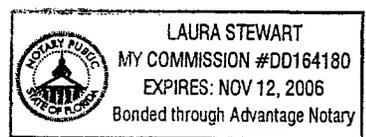
State of FLA. )  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MARCH, 2004, by LESLIE MUNOZ, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

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

My commission expires: \_\_\_\_\_



17064-00

# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

13

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

State of FLORIDA

County of ORANGE

ERROL C. CAMPBELL, being duly sworn according to law, deposes and says that he is the Lien Release Supervisor, (Title of Office) of Hughes Supply, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

*FOR MATERIALS FURNISHED ONLY TO: GENERAL CONSTRUCTORS INC.*

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, suit, 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.

*Errol Campbell*  
Signature of Affiant

LIEN RELEASE SUPERVISOR  
Title

State of FLORIDA )  
  ) ss  
County of ORANGE )

The foregoing instrument was acknowledged before me this 30 day of MARCH, 2004, by ERROL C. CAMPBELL, who is personally known to me or who has produced N/A as identification.

*Jason M. Wilson*  
Signature

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

My commission expires: \_\_\_\_\_  
Jason M. Wilson  
MY COMMISSION # DD282668 EXPIRES February 9, 2008  
BONDED THRU TROY FAIR INSURANCE, INC.



**RECEIVED**

APR 02 2004

**GCI**



APR 15 2004

GCI 13

**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 ORANGE

ERIKA ROSE SMITH, being duly sworn according to law, deposes and says that he is the SECTREAS (Title of Office) of J. B. Mathews Company, SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

Erika Rose Smith Signature of Affiant SECTREAS Title

State of Florida )  
County of Orange )<sup>ss</sup>

The foregoing instrument was acknowledged before me this 29 day of March 2004, by Erika Rose Smith, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Ann Marie Thomas  
Signature

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



Ann Marie Thomas  
MY COMMISSION # DD244533 EXPIRES  
August 25, 2007  
BONDED THRU TROY FAIN INSURANCE, INC

My commission expires: \_\_\_\_\_

RECEIVED

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete) <sup>ADD</sup> 1 3 2004

GCI 13

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

State of Florida County of Orange

Divie Lusk, being duly sworn according to law, deposes and says that he is the Secretary-Treasurer, (Title of Office) of J & B Commercial Floors, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

Divie Lusk  
Signature of Affiant

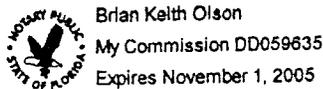
Secretary-Treasurer  
Title

State of FLORIDA )  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 5th day of April, 2004 by DIVIE LUSK, who is personally known to me or who has produced HIMSELF as identification.

Brian Keith Olson  
Signature

Print name: BRIAN K. OLSON  
Notary Public in and for the County and State Aforementioned



My commission expires: NOV 01 2005



# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete) 13

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

State of FLORIDA

County of HILLSBOROUGH

CHERI T. RAY, being duly sworn according to law, deposes and says that he is the CREDIT MGR, (Title of Office) of R & R Rebar Fabricators, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

[Signature]  
Signature of Affiant

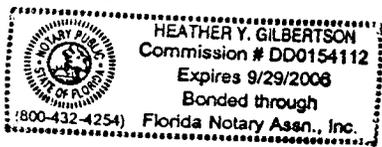
State of Florida )  
                                  ) ss  
County of Hillsborough )

Credit mgr  
Title

The foregoing instrument was acknowledged before me this 26 day of March 2004, by Cheri T. Ray, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Heather Y. Gilbertson  
Signature

Print name: Heather Y. Gilbertson  
Notary Public in and for the County and State Aforementioned



My commission expires: 9/29/2008

RECEIVED  
MAR 31 2004  
GCI



# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

13

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

State of Florida

County of Seminole

\_\_\_\_\_, being duly sworn according to law, deposes and says that he is the \_\_\_\_\_, (Title of Office) of Wamco Interiors, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

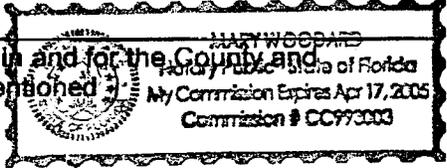
[Signature]  
Signature of Affiant

President  
Title

State of Florida )  
County of Seminole ) ss

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2004, by Alton P. Miller, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

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


My commission expires: \_\_\_\_\_

# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete) 15

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

State of Florida County of Seminole

Marlene Sullivan, being duly sworn according to law, deposes and says that she is the Sec. Treas. (Title of Office) of Wellpointing by Kenney, Inc., SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Osceola Road Landfill Maintenance Building 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, suit, 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.

Marlene Sullivan  
Signature of Affiant

Secretary  
Title

State of Florida  
County of Seminole ) ss

The foregoing instrument was acknowledged before me this 29 day of March 2004, by Marlene Sullivan, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Norah Burchell  
Signature

Print name: \_\_\_\_\_  
Notary Public in and for the County of FLA BIRCHELL  
State Aforementioned MY COMMISSION # DD 181668  
EXPIRES: May 31, 2007  
Bonded Thru Notary Public Underwriters

My commission expires: \_\_\_\_\_

**RECEIVED**  
MAR 30 2004  
GCI

CONSENT OF SURETY TO FINAL PAYMENT

FEB 17 2004

NORTH AMERICAN
We, the SPECIALTY INSURANCE COMPANY, having heretofore executed Performance
and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in
the sum of \*SEE BELOW Dollars (\$1,060,967.00) 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.

NORTH AMERICAN
IN WITNESS WHEREOF, the SPECIALTY INSURANCE COMPANY has caused this
instrument to be executed on its behalf of its \_\_\_\_\_ -and its duly authorized
attorney in fact, and its corporate seal to be hereunto affixed, all on this 2ND day of
JANUARY 20 04.

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY
Surety Company

Handwritten signature of Donald P. Bramlage
Attorney-in-Fact
DONALD P. BRAMLAGE
(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of FLORIDA )
County of VOLUSIA ) ss

The foregoing instrument was acknowledged before me this 2ND day of JANUARY
20 04, by DONALD P. BRAMLAGE, who is personally known to me or who has
produced \_\_\_\_\_ as identification.

Handwritten signature of Rebecca A. Robinson
Signature

Print name: REBECCA A. ROBINSON
Notary Public in and for the County and
State Aforementioned



REBECCA A. ROBINSON
Notary Public, State of Florida
My comm. expires April 30, 2006
Comm. No. DD 092726

My commission expires: APRIL 30, 2006

NAS SURETY GROUP

13

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

DONALD P. BRAMLAGE & JIM W. HENDERSON

JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of: TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24<sup>th</sup> of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney, and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Paul D. Amstutz  
Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



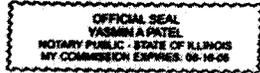
By Steven P. Anderson  
Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 16 day of December, 2003.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of DuPage ss:

16 day of December, 2003, before me, a Notary Public, personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of, and acknowledged said instrument to be the voluntary act and deed of, their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary Public

I, James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company and the Assistant Secretary of North American Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2ND day of JANUARY, 2004.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

13

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

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** GCI GENERAL CONSTRUCTORS, INC., hereinafter referred to a "Principal" and NORTH AMERICAN SPECIALTY INS. CO., 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 \$110,185.57 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-1195-02/BJC**; and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated \_\_\_\_\_, 20\_\_\_\_, 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 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 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.

**MAINTENANCE BOND**

10/29/2002    CC-1195-02/BJC    - Osceola Road Landfill Maintenance Building

00620-1

13

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 30TH day of APRIL, 2004.

Address:

991 Explorer Cove Ste 101  
Altamonte Springs, FL 32701

GCI GENERAL CONSTRUCTORS, INC. (SEAL)

Principal

By: Sharon L. Fierro Its: Corporate Secretary  
(If a Corporation)  
Sharon L. Fierro

ATTEST: Patricia Nardi Its: Contract Coordinator  
(If a Corporation)  
Patricia Nardi

Address:

13010 MORRIS RD., SUITE 150  
ALPHARETTA, GA 30004

NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY (SEAL)

Surety

By: Donald P. Bramlage  
Its Attorney-in-Fact  
DONALD P. BRAMLAGE RESIDENT AGENT  
Phone No. 770-442-7870

Fax No. 770-442-7879

ATTEST: Deborah O'Neil

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.

MAINTENANCE BOND

10/29/2002 CC-1195-02/BJC - Osceola Road Landfill Maintenance Building

00620-2

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE  
ENDORSEMENT**

Coverage for acts of terrorism as defined in § 102(1) of the Terrorism Risk Insurance Act of 2002 ("the Act") is already included in this surety bond. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.

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As your insurance/surety company we are sending you this notice to comply with the Terrorism Risk Insurance Act of 2002.

For questions regarding this notice please visit our website [www.nassurety.com](http://www.nassurety.com) or you may call our office at 630- 227- 4825.

NAS SURETY GROUP

13

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

DONALD P. BRAMLAGE & JIM W. HENDERSON

JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:  
TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24<sup>th</sup> of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney, and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



*Paul D. Amstutz*

By \_\_\_\_\_  
Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

*Steven P. Anderson*

By \_\_\_\_\_  
Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

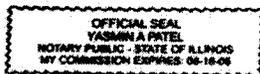


IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 16 day of December, 2003.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of DuPage ss:

16 day of December, 2003, before me, a Notary Public, personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of, and acknowledged said instrument to be the voluntary act and deed of, their respective companies.



*Yasmin A. Patel*

Yasmin A. Patel, Notary Public

I, James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company and the Assistant Secretary of North American Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30TH day of APRIL, 2004.

*James A. Carpenter*

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company