

CONSTRUCTION CONTRACTS

- 25. Accept and authorize the Chairman to execute the Certificate of Final Completion of CC-0018-05/BHJ – Renovation of the Central Transfer Station Anvil Top Tipping Floor (Certificate of Final Completion).**

CC-0018-05/BHJ provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the renovation of the Central Transfer Station Anvil Top Tipping Floor. As of May 22, 2006, all work and documents have been satisfactorily completed. Environmental Services Department/ Solid Waste Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

**UNCONDITIONAL
FINAL
WAIVER OF LIEN**

ISSUED TO: DELTA PACIFIC BUILDERS, INC.

In consideration of the sum of \$1.00, or payment of invoices below, the receipt whereof is hereby acknowledged, the undersigned does hereby waive, release, and relinquish any and all liens or claims, or right to lien or claim, for labor or materials, or both, furnished to date hereof, for premises known and described as:

Job Name: Seminole County Transfer Station Tipping Floor Renovation –
Contract # CC-0018-05/WHJ

Street: 1634 State Road 419

City: Longwood,

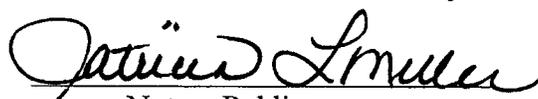
State: FL

By: 

Lorna W. Weidenkopf
Title: Senior Credit Specialist

EUCLID CHEMICAL COMPANY, INC.

Sworn and subscribed before me this 3rd day of April, 2006,
City of Beachwood State of Ohio


Notary Public

Patricia L. Miller
Notary Public, State of Ohio
My Commission Expires 4/15/2007
Recorded in Lake County

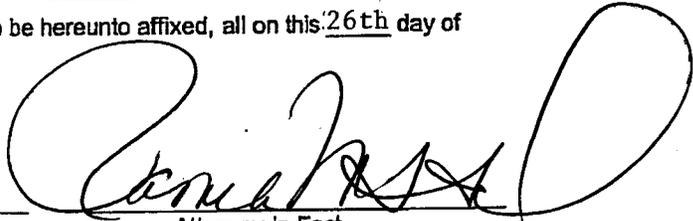
CONSENT OF SURETY TO FINAL PAYMENT

DEVELOPERS SURETY AND
We, the INDEMNITY COMPANY, having heretofore executed Performance
and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in
the sum of ** Dollars (\$ 655,753.00) 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.

DEVELOPERS SURETY AND
IN WITNESS WHEREOF, the INDEMNITY COMPANY has caused this
instrument to be executed on its behalf of its BOND #730723P and its duly authorized
attorney in fact, and its corporate seal to be hereunto affixed, all on this 26th day of
APRIL 20 06

DEVELOPERS SURETY AND
INDEMNITY COMPANY
Surety Company



Attorney-in-Fact
PAMELA M. HUMMEL

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

State of CALIFORNIA)
County of ORANGE) ss

The foregoing instrument was acknowledged before me this 26th day of APRIL
20 06, by PAMELA M. HUMMEL, who is personally known to me or who has
produced _____ as identification.

Susan L. Buliewicz
Signature

Print name: SUSAN L. BULSIEWICZ
Notary Public in and for the County and
State Aforementioned

My commission expires: February 10, 2010

**Six Hundred Fifty Five Thousand Seven Hundred Fifty Three & no/100 Dollars



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

David L. Kuhn, Pamela M. Hummel, Glenn L. Roman, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

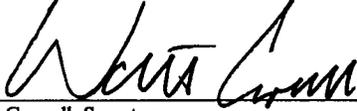
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of February, 2005.

By: 

David H. Rhodes, Executive Vice-President

By: 

Walter A. Crowell, Secretary

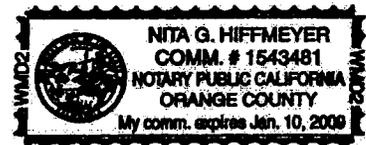


STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

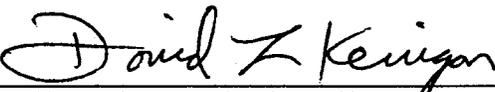
Signature 



CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 26th day of April, 2006.

By: 

David L. Kerrigan, Executive Vice-President

BOND NO.: 730723P
PREMIUM : PREMIUM INCLUDED IN
PERFORMANCE

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE DELTA PACIFIC BUILDERS, INC., hereinafter referred to a "Principal" and DEVELOPERS SURETY AND *, 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 \$ 65,557.30 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 Renovation of Central Transfer Station Tipping Floor (CC-0018-05/WFI); 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
11/25/97
08/05

Renovation of Tipping Floor

00620-1
CC-0018-05/WFI

*INDEMNITY COMPANY

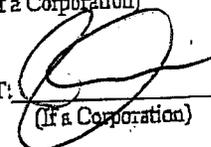
IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 26th
day of APRIL 2006

Address:

15552 Commerce Lane
Huntington Beach, CA
92649

DELTA PACIFIC BUILDERS, INC. (SEAL)
Principal

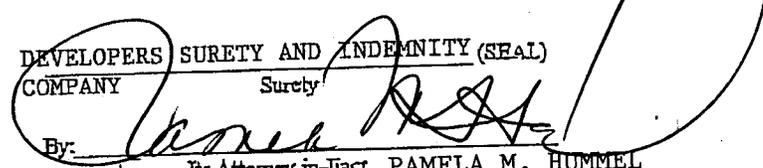
By:  Its: President
(If a Corporation)

ATTEST:  Its: Vice President
(If a Corporation)

Address:

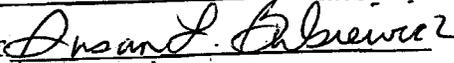
17780 FITCH, SUITE 200
IRVINE, CA 92614

DEVELOPERS SURETY AND INDEMNITY (SEAL)
COMPANY Surety

By:  Its: Attorney-in-Fact PAMELA M. HUMMEL

Phone No. (949) 222-7481

Fax No. (866) 537-4110

ATTEST: 
SUSAN L. BUSIEWICZ, NOTARY PUBLIC

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
11/25/97
08/05

Renovation of Tipping Floor

00620-2

CC-0018-05/WHI

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On April 26, 2006, before me, _____,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared PAMELA M. HUMMEL,
Name(s) of Signer(s)

- personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Susan L. Buliewicz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: MATERIAL AND WORKMANSHIP BOND #730723P

Document Date: APRIL 26, 2006 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: PAMELA M. HUMMEL

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: DEVELOPERS SURETY AND INDEMNITY COMPANY

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

David L. Kuhn, Pamela M. Hummel, Glenn L. Roman, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of February, 2005.

By: 
David H. Rhodes, Executive Vice-President

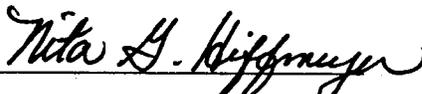
By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

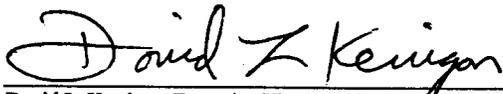
Signature 



CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 26th day of APRIL, 2006.

By: 
David L. Kerrigan, Executive Vice-President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

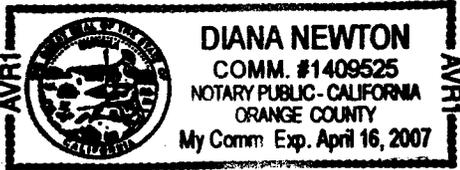
State of California }
County of Orange } ss.

On May 2, 2006 before me, Diana Newton, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James L. Andrews
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~) and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.



WITNESS my hand and official seal.
Diana Newton
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Material and Workmanship Bond

Document Date: April 26, 2006 Number of Pages: 2

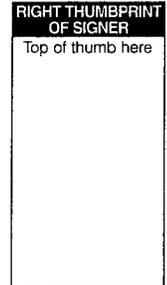
Signer(s) Other Than Named Above: Jeffrey W. Andrews, Pamela M. Hummel
Susan L. Bulsiewicz

Capacity(ies) Claimed by Signer

Signer's Name: James L. Andrews

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Delta Pacific Builders Inc.



CERTIFICATE OF ENGINEER

Agreement Title: Renovation of the CTS Tipping Floor
County Contract No.: CC-0018-05/BHJ
Agreement Date: 11-07-05
Project: Central Transfer Station Tipping Floor Renovation

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: 11-07-05
CONTRACTOR's Notice to Proceed: 11-11-05
Days allowed by Agreement: 10
Extensions granted by C.O.: 0 for Substantial
Scheduled Completion Date: 11-20-05
Work began: 11-11-05
Project Substantially Completed: 11-20-05
Days to complete: 10
Underrun: 0
Overrun: 0

4-21-06
Date

Brown and Caldwell

Robert E. Khoury
Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Renovation of the CTS Tipping Floor

County Contract No: CC-0018-05/BHJ

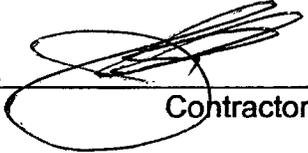
Project: Central Transfer Station Tipping Floor Renovation

Contractor: Delta Pacific Builders, Inc.

Agreement for: Construction Services Agreement date: 11-07-05

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

To: Brown and Caldwell 
Engineer

To: Delta Pacific Builders, 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: _____

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 21, 2006

Brown and Caldwell

ENGINEER

BY: 

CONTRACTOR accepts this certificate of Final Completion on April 20, 2006.

Delta Pacific Builders, Inc.

CONTRACTOR

BY: 
James L. Andrews

COUNTY accepts this Certificate of Final Completion on _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____, Chairman

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

Date: _____

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Renovation of the CTS Tipping Floor

COUNTY Contract No. CC-0018-05/BHJ

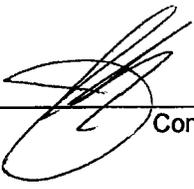
To: CONTRACTOR Delta Pacific Builders, Inc.

Project Manager Jeffrey F. Thompson

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on January 20, 2006 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

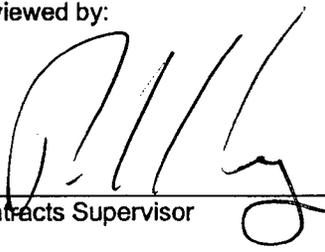
Accepted by:

CONTRACTOR

Delta Pacific Builders, Inc.  Contractor by

Brown and Caldwell  Engineer by

Reviewed by:


Contracts Supervisor

22 May 2006
Date