

## **CONSTRUCTION CONTRACTS**

- 23. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1234-04/TLR – Markham Road Widening with Florida Highway Products, Inc. (Certificate of Completion).**

CC-1234-04/TLR provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the widening of Markham Road to two 12' lanes and micro-surfacing the entire roadway from Longwood Markham Road to Markham Woods Road. As of June 16, 2006, all work and documentation have been satisfactory completed. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

**SEMINOLE COUNTY**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

AGREEMENT TITLE: Markham Road Widening (Logwood Markham to Markham Woods Rd)

COUNTY CONTRACT NO.: CC-1234-04/TLR

PROJECT: Markham Road Widening (Logwood Markham to Markham Woods Rd)

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CONTRACTOR: Florida Highway Products, Inc.

AGREEMENT FOR: Construction AGREEMENT DATE: 7/22/2004

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

TO: DRMP (ENGINEER)

AND TO: Florida Highway Products, Inc. (CONTRACTOR)

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

**December 2, 2004**  
**(DATE OF SUBSTANTIAL COMPLETION)**

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within **thirty (30)** Days of the above date of Substantial Completion.

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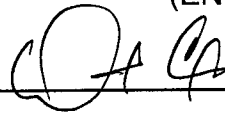
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligations to complete the WORK in accordance with the Contract Documents.

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Executed by ENGINEER on: 12/2/2004

\_\_\_\_\_  
DRMP  
(ENGINEER)

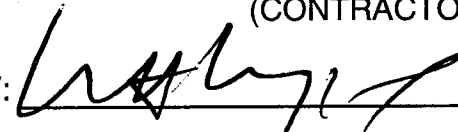
BY: \_\_\_\_\_



CONTRACTOR accepts this Certificate of Substantial Completion ON:

\_\_\_\_\_  
Florida Highway Products, Inc.  
(CONTRACTOR)

BY: \_\_\_\_\_



\_\_\_\_\_  
ROBERT H. MAGGARD, V.P.  
PRINT (Name, Position)

**SEMINOLE COUNTY  
CERTIFICATE OF FINAL INSPECTION**

**Agreement Title:** Markham Road Widening

**COUNTY Contract NO.:** CC-1234-04/TLR

**TO: CONTRACTOR** Flordia Highway Products, Inc.

**PROJECT MANAGER:** Robert Maggard

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 5/20/2005 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

**Accepted by:**


**CONTRACTOR**


By:  Date: 5-20-05

**ENGINEER:**

By:  Date: 05/20/2005

**Approved:**

 Date: June 16, 2006  
Contracts Analyst

 Date: 7/3/06  
Purchasing Manager

**AGREEMENT TITLE:** Markham Road Widening

**COUNTY CONTRACT NO.:** CC-1234-04/TLR

**AGREEMENT DATE:** 7/22/2004

**PROJECT:** Markham Road Widening

### **CERTIFICATE OF ENGINEER**

**I CERTIFY:** that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials, and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date:	<u>7/22/2004</u>	
CONTRACTOR Notified to Proceed:	<u>9/29/2004</u>	
Days allowed by Agreement:		<u>60</u>
Extensions Granted by C.O.		<u>0</u>
Total Days Allowable:		<u>60</u>
Scheduled Completion Date:	<u>12/2/2004</u>	
Work Began:	<u>10/4/2004</u>	
Project Substantially Complete:	<u>12/2/2004</u>	
Days to Complete:		<u>60</u>
Underrun:		<u>0</u>
Overrun		<u>0</u>

Date: 10/31/2005

By:   
(ENGINEER)

## CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Markham Road Widening

COUNTY CONTRACT NO.: CC-1234-04/TLR

PROJECT: Markham Road Widening  
from Markham Woods to Longwood Markham Road

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CONTRACTOR: Florida Highway Products, Inc.

AGREEMENT FOR: Construction AGREEMENT DATE: 7/22/04

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

TO: DRMP (ENGINEER)

TO: Florida Highway Products, Inc. (CONTRACTOR)

TO: Carlton D. Henley, Chairman  
Seminole County Board of County Commissioners

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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: May 20, 2005  
Date of Final Completion

DATE:

# 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

JERRY D DENHAM, being duly sworn according to law, deposes and says that he is the Asst Secy (Title of Office of ORLANDO PAVING Co.

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the SEMINOLE Co MARKHAM RD. LONGWOOD Bldg CC 1234-04/TLR and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Jerry D Denham  
Signature of Affiant

Jerry D. Denham  
Asst. Secy.

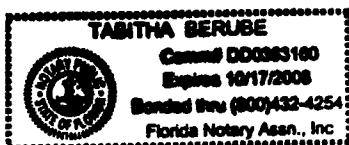
Title

State of FL. )  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 16 day of SEPTEMBER 2005, by JERRY D DENHAM, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Tabitha Berube  
Signature

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



My commission expires: 10-17-08

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **FLORIDA HIGHWAY PRODUCTS INC.**, on the job of **SEMINOLE COUNTY BOARD OF COUNTY**, to the following described property:

**MARKHAM RD WIDENING FRM LONGWOOD  
MARKHAM WOODS RD  
SANFORD FL 32771**

Description of Labor and/or Materials Furnished: Rented Construction Equipment

Hertz Equipment Rental Corporation  
3817 N.W. Expressway  
Oklahoma City, OK 73112

By: \_\_\_\_\_

Toya Bryant

Lien Release Clerk.

Date September 13, 2005

SWORN to and SUBSCRIBED before me by Toya Bryant who is personally known to me this 13th day of September 2005-----



CAROL J. HARGRAVES  
Canadian County  
Notary Public in and for  
State of Oklahoma

Commission # 04009264 Expires 10/13/08

Notary Stamp

\_\_\_\_\_  
Notary Public

*Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1997, a person may not require a lienor to furnish a waiver or release of lien that is different from statutory form.*

Account# 2117264

**NOTICE TO OWNER/NOTICE TO CONTRACTOR**  
(Preliminary Notice, Notice Of Intent To Claim Against Bond)

**WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS,  
SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF  
YOU HAVE MADE PAYMENT IN FULL.  
UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN  
AGAINST YOUR PROPERTY AND YOU PAYING TWICE.  
TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY  
TIME YOU PAY YOUR CONTRACTOR.**

TO THE OWNER:  
SEMINOLE COUNTY BOARD OF COUNTY CO  
1101 E FIRST ST  
SANFORD, FL 32771

CUSTOMER:  
FLORIDA HIGHWAY PRODUCTS INC  
3900 US HWY 17 N  
BARTOW, FL 338310928

The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows: Equipment Rental, for the improvement of real property identified as: MARKHAM RD WIDENING FRM LONGWOOD MARKHAM RD TO. The property is located at: MARKHAM WOODS RD, , SANFORD, FL 32771, APN#: . Under an order given by: FLORIDA HIGHWAY PRODUCTS INC, 3900 US HWY 17 N, BARTOW, FL 33831-0928 *0-1234*

A demand is made for a copy of the Notice of Commencement. Any demand made pursuant to Section 716.16(2) or Section 713.16(4) or Section 255.05, Florida Statutes, must be served as follows:

Name of Lienor: Hertz Equipment Rental  
3817 NW Expressway  
Oklahoma City, OK 73112

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHT TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06, FLORIDA STATUTES. IF JOB IS BONDED UNDER SECTION 713.23 FLORIDA STATUTES, SECTION 255.05 FLORIDA STATUTES OR 270 U.S.C. THE FIRM SENDING THIS NOTICE WILL LOOK TO THE BOND (SURETY CO.) FOR PROTECTION IF NOT PAID. IF PAYMENT BOND EXISTS, FURNISH A COPY TO THE UNDERSIGNED. PROVIDE NAME AND ADDRESS OF BONDING COMPANY. FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOU LIABLE FOR DAMAGES. PLEASE REFER TO THE CRF NUMBER LISTED BELOW WHEN RESPONDING. IF THERE IS MORE THAN ONE CONTRACTOR ON THE ENTIRE PROJECT, PLEASE FURNISH THE UNDERSIGNED WITH A COPY OF EACH CONTRACT.

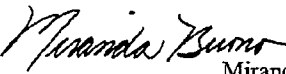
**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's Laws, those who work on your property or provide materials who are not paid have a right to enforce their claim for payment against your property. This claim is known as a Construction Lien. If your contractor fails to pay subcontractors or materials suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

**PROTECT YOURSELF - RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part I, and Chapter 255, Florida Statutes and the meaning of this Notice by contacting an attorney or the Florida Dept. of Business and Professional Regulation.

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Simi Valley, CA on 03/09/05 for Hertz Equipment Rental.

By:  Miranda Buono / Authorized Agent for Hertz Equipment Rental

CC: TO ORIGINAL CONTRACTOR  
FLORIDA HIGHWAY PROUDUCTS  
PO BOX 928  
BARTOW FL 33831

CC: TO LENDER, SURETY OR BONDING COMPANY  
THE TRERBER GROUP  
977 OAK ST  
GARDEN CITY NY 11530

CRF #: 148056

Cert #: 7004 2890 0002 2172 2747

Owner

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

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

State of FLORIDACounty of Volusia

Michelle Hall <sup>she</sup> being duly sworn according to law, deposes and says that he is  
 the NTG MGR. (Title of Office of Conrad Kelvington Dist. INC)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
MAX Krammwood's RD  
Seminole County 8th CC-1234-04 and that he is authorized to and does make this affidavit in  
 behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Michelle Hall  
 Signature of Affiant

Asst credit mgr  
 Title

State of Florida )  
 ) ss  
 County of Volusia )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September,  
 2005, by Michelle Hall, who is personally known to me or who has  
 produced \_\_\_\_\_ as identification.

Carmen Sutton  
 Signature



CARMEN SUTTON  
 Notary Public, State of Florida  
 My comm. expires Sept. 17, 2008  
 Comm. No. DD 334112

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

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

November 11, 2004

FLOR270

CONRAD YELVINGTON DISTRIBUTORS, INC.  
PO BOX 11637 DAYTONA BEACH FL 32120-1637 1(800) 472-8357

**NOTICE TO OWNER, PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR AND SURETY, IF APPLICABLE  
(FLORIDA STATUTE 713.06, 713.23 AND 255.05) WHICHEVER IS APPLICABLE TO THIS JOB**

**WARNING: FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. Under Florida Law, your failure to make sure that we are paid may result in a lien against your property and your paying twice. To avoid a lien and paying twice, you must obtain a written release from us every time you pay your contractor.**

(OWNER CERT): 91 7108 2133 3930 8261 1015  
SEMINOLE COUNTY JB OCC  
1101 EAST FIRST STREET  
SANFORD FL 32771

(GENERAL CONTRACTOR CERT): 91 7108 2133 3930 8261 1022  
FLORIDA HWY PRODUCTS  
PO BOX 928  
BARTOW FL 33831

THE UNDERSIGNED HEREBY INFORMS YOU THAT HE/SHE HAS FURNISHED OR IS FURNISHING SERVICES OR MATERIALS AS FOLLOWS:  
AGGREGATE, AND/OR SOD FOR THE IMPROVEMENT OF THE REAL PROPERTY IDENTIFIED AS:

MARKHAM WOODS ROAD  
LONGWOOD FL SEMINOLE COUNTY  
BID CC-1234-04/TLR

UNDER AN ORDER GIVEN BY: (CUSTOMER CERT):

FLORIDA HIGHWAY PRODUCTS INC  
P.O. BOX 928  
BARTOW FL 33831

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHTS TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06 FLORIDA STATUTES. IN THE EVENT THAT THE CONTRACT FOR IMPROVEMENTS IS BONDED, PURSUANT TO SECTION 713.23, FLORIDA STATUTES, SECTION 255.05, FLORIDA STATUTES, TITLE 40 U.S.C. SECTION 270, OR ANY OTHER FORM OF BOND, THE UNDERSIGNED INTENDS TO LOOK TO THAT BOND FOR PROTECTION AND PAYMENT. THE UNDERSIGNED REQUESTS A COPY OF THE PAYMENT BOND A COPY OF ANY DIRECT CONTRACTS PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT. **THIS NOTICE IS NOT A LIEN, CLOUD NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.** ANY DEMANDS MADE PURSUANT TO SECTION 713.16(2) OR SECTION 713.14(4). FLORIDA STATUTES OR DISPUTES MUST BE DIRECTED TO CARMEN SUTTON IN WRITING.

**According to Florida's CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), those who work on your property or provide materials and are not PAID IN FULL have a right to enforce their claim for payment against your property. This claim is known as a CONSTRUCTION LIEN. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, and other services that your contractor or a subcontractor may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you consult an attorney. Protect yourself, recognize that this notice to owner may result in a lien against your property unless all those supplying a notice to owner have been paid. Learn more about CONSTRUCTION LIEN LAW, CHAPTER 713, PART I FLORIDA STATUTES, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.**

**COPIES TO:**

(SURETY) CERT: 91 7108 2133 3930 8261 1039  
THE TREIBER GROUP  
377 OAK STREET  
GARDEN CITY NY 11530-0601

(CERT#):

(CERT#):

CONRAD YELVINGTON DIST, INC.

(CERT#):

(CERT#):

*Michelle McCarthy*

MICHELLE MCCARTHY  
ASST. NTO MANAGER

## 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

JERRY D. DENHAM

being duly sworn according to law, deposes and says that he is  
the ASST. SECRETARY (Title of Office of Orlando Paving Company)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Seminole County Newkirk Rd  
Highway DDSS-034-04/TLR and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Jerry D. Denham  
Signature of Affiant

Jerry D. Denham

Asst. Secy.

Title

State of FLORIDA )  
County of ORANGE ) ss

The foregoing instrument was acknowledged before me this 16 day of SEPTEMBER,  
2005, by JERRY D. DENHAM, who is personally known to me or who has  
produced \_\_\_\_\_ as Identification.

Christine Moch  
Signature

CHRISTINE MOCH  
Notary Public, State of Florida  
My comm. exp. Nov. 16, 2005  
Comm. No. DD 065410

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

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

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

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

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

NOVEMBER 19, 2004

**SEMINOLE COUNTY BOARD**  
71073226748004471874 - 4471881

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

To: (Owner)

1881

SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
1101 E FIRST ST  
SANFORD FL 32771

SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
1101 E FIRST ST  
SANFORD FL 32771

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:  
ASPHALT, RELATED MATERIALS &/OR RELATED SERVICES/LABOR  
for the improvements of real property identified as SEMINOLE COUNTY FLORIDA MARKHAM RD, LONGWOOD  
under an order given by FLORIDA HIGHWAY PRODUCTS INC.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 U.S.C. Section 270, or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

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

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

**PROTECT YOURSELF:**

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

**COPIES TO:**

**71073226748004471881**  
(GEN CONTR)  
FLORIDA HIGHWAY PRODUCTS INC  
3900 US HWY 17 N  
BARTOW FL 33830

(Under an order given by)  
FLORIDA HIGHWAY PRODUCTS INC  
3900 US HWY 17 N  
BARTOW FL 33830

**71073226748004471874**  
(BOND)  
THE TREIBER GROUP  
BOND 6102429651  
377 OAK ST  
GARDEN CITY NY 11530

*Jack E. Berrell*

By:

JACK E. BERRELL / National Association of Credit Management of Florida, Inc.  
Any demand made pursuant to Section 713.16, Florida Statutes,  
must be directed to the attention of the Lienor's representative  
at the address of the Lienor shown below.

Authorized Agent for Lienor:

ORLANDO PAVING COMPANY  
CHRISTINE MOCH  
DIVISION OF HUBBARD CONSTRUCTION  
PO BOX 547186  
ORLANDO FL 32854-7186  
(REF # : 55735)

CC-1234

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

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

State of FLORIDA

County of Seminole

Mark Stout being duly sworn according to law, deposes and says that he is  
the Branch Mgr. (Title of Office of NEFF RENTAL)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Alachua Rd Seminole County  
PR # CC-1234-04/TLR and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Mark Stout  
Signature of Affiant

Branch Manager  
Title

State of Florida  
County of Seminole

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September  
2005 by Mark Stout, who is personally known to me or who has  
produced as identification.

Francine Bagozzi  
Signature

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

My commission expires:

Francine Bagozzi  
My Commission DD152544  
Expires October 22, 2006

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

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

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

71079857603011244537

71079857603011244537 - 1244551

DECEMBER 29, 2004

### NOTICE TO OWNER / NOTICE TO CONTRACTOR

To: (Owner)

71079857603011244537

SEMINOLE COUNTY BOCC

1101 EAST 1ST ST RM 3208

SANFORD FL 32771

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

#### SALE OR RENTAL OF MISCELLANEOUS CONSTRUCTION EQUIPMENT

for the improvements of real property identified as "MARKHAM ROAD FROM LONGWOOD MARKHAM ROAD TO MARKHAM WOODS ROAD", PROJECT NUMBER CC-1234-04, BOND NUMBER 6102429651, SEMINOLE COUNTY, FLORIDA.

under an order given by FLORIDA HIGHWAY PRODUCTS INC.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 U.S.C. Section 270, or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

#### IMPORTANT INFORMATION FOR YOUR PROTECTION

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

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

#### PROTECT YOURSELF:

-RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

-LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

#### COPIES TO:

71079857603011244551

(GEN CONTR)

FLORIDA HIGHWAY PRODUCTS INC

3900 HWY 17 N

BARTOW FL 33830

(Under an order given by)

FLORIDA HIGHWAY PRODUCTS INC

3900 HWY 17 N

BARTOW FL 33830

71079857603011244544

(BOND)

UNITED STATES FIRE INSURANCE CO

305 MADISON AVE

MORRISTOWN NJ 07960

By:

WILLIAM D. MEEKER, JR. / NACM Services Corp. (813)289-8894

Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

As Authorized Agent for Lienor:

NEFF RENTAL INC

ATTN: FRANCINE BAGOZZI

500 AERO LANE

SANFORD FL 32771

(REF # : PO # NONE)



**WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT**

3000993

11777235

The undersigned lienor, in consideration of the final payment in the amount of **\$10.00** hereby waives and releases its lien and right to claim for labor, services, or materials furnished to **FLORIDA HIGHWAY PRODUCTS** for the job of **SEMINOLE CO BOARD OF CO COMMISSIONERS** for the following property:

**REQUIRED MICRO SURFACING  
ORDER # 030-04  
ALTAMONTE SPRINGS, FLORIDA  
SEMINOLE COUNTY**

**Dated: SEPTEMBER 12<sup>TH</sup> 2005**

**Lienor's Name: RINKER MATERIALS**

Address: 2880 Illiana Court  
Orlando, FL 32806

By: \_\_\_\_\_

LINDA GLOSS  
AUTHORIZED AGENT

Sworn to and subscribed before me this **12<sup>TH</sup>** day of **SEPTEMBER 2005**.

Notary Public

My Commission Expires:



Nicole Perlowin  
My Commission DD364880  
Expires October 21 2008

NOTE: This is a statutory form prescribed by Section 713.20, Florida States (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form

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

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

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

**71079857603012083982**

71079857603012083982 - 2083999

MARCH 24, 2005

**NOTICE TO OWNER / NOTICE TO CONTRACTOR**

To: (Owner)

71079857603012083982

SEMINOLE CO BOARD OF CO COMMISSIONERS

1101 E FIRST STREET

PURCHASE & CONTRACTS

SANFORD FL 32771-1468

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

DRYWALL, STUCCO, METAL FRAMING, AGGREGATE, & MISC BLDG MATERIALS

for the improvements of real property identified as PROJECTS AS REQUIRED MICRO SURFACING ON A  
NEEDED|BASIS RELEASE ORDER #030-04 SEMINOLE COUNTY|FLORIDA

under an order given by FLORIDA HIGHWAY PRODUCTS.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

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

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

**PROTECT YOURSELF:**

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

**COPIES TO:**

71079857603012083999

(GEN CONTR)

FLORIDA HIGHWAY PRODUCTS

P.O. BOX 928

BARTOW, FL 33831-0928

(Under an order given by)

FLORIDA HIGHWAY PRODUCTS

THE TREIBER GROUP

377 OAK ST

GARDEN CITY NY 11530

By:

WILLIAM D. MEEKER, JR. / NACM Services Corp.

Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

As Authorized Agent for Lienor:

RINKER MATERIALS

CAROLYN RAY (407) 426-8680

FAX #407-426-9617

2880 ILLIANA COURT

ORLANDO FL 32806

(Ref#: 11777235)

CC-1234-04-TLR

## CONTRACTOR'S RELEASE

Agreement Title: MARKHAM ROAD WIDENING

County Contract No.: CC-1284-04 / TLR

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

BEFORE ME, the undersigned authority is said County and State, appeared TERRY MOORE who, being duly sworn and personally know to me, deposes and says that he/she is CONTROLLER of FLORIDA HIGHWAY PRODUCTS, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on MARKHAM ROAD WIDENING, located in Seminole County, Florida, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Work, 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 \$ 43,563.47 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 \$ 43,563.47 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 )  
County of POIK ) ss

Terry Moore  
Affiant

The foregoing instrument was acknowledged before me this 10 day of October, 2005, by TERRY MOORE, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Tamya L. Hicks  
Signature  
NOTARY PUBLIC-STATE OF FLORIDA  
Tamya L. Hicks  
Commission # DD442719  
Expires: AUG. 05, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Print name: Tamya L. Hicks  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 8-8-09

# 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 PALE

TERRY MOORE, being duly sworn according to law, deposes and says that he is the CONTROLLER (Title of Office of FLORIDA HIGHWAY PRODUCTS, INC., CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the MARKHAM ROAD WIDENING 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.

Terry Moore  
Signature of Affiant

CONTROLLER  
Title

State of )  
County of ) ss

The foregoing instrument was acknowledged before me this 10 day of October, 2005, by Terry Moore, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Tamya L. Hicks  
Signature

Print name: Tamya L. Hicks  
Notary Public in and for the County and State Aforementioned

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

My commission expires: 8-5-09  
NOTARY PUBLIC-STATE OF FLORIDA  
Tamya L. Hicks  
Commission # DD442719  
Expires: AUG. 05, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

**CONSENT OF SURETY TO FINAL PAYMENT**

Florida Highway Products, Inc, as Principal  
 We, the ~~United States Fire Ins. Co.,~~ having heretofore executed Performance  
 and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in  
 the sum of \_\_\_\_\_ Dollars (\$349,153.70 ) 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 Surety \_\_\_\_\_ 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 27th day of  
September 20 05.

~~United States Fire Ins. Co.~~  
~~Surety Company~~

Gary Morrissey  
 Attorney-in-Fact Gary Morrissey

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

State of New York )  
 ) ss  
 County of Nassau )

The foregoing instrument was acknowledged before me this 27th day of September  
20 05, by Gary Morrissey, who is personally known to me or who has  
 produced \_\_\_\_\_ as identification.

Lisa C. Gulli  
 Signature

LISA C. GULLI  
 NOTARY PUBLIC, STATE OF NEW YORK  
 NO. 01GU6102799  
 QUALIFIED IN NASSAU COUNTY  
 COMMISSION EXPIRES JANUARY 26, 2008

Print name: Lisa C. Gulli  
 Notary Public in and for the County and  
 State Aforementioned

My commission expires: JANUARY 26, 2008

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE, WILMINGTON, DELAWARE**

217267

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of Delaware, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint **Milena Dini, Sharon Schissel, Richard Guarini, Gary Morrissey, Anthony G. Buono, and Bonnie Hudson, of Garden City, New York, each**

its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: Any and all bonds and undertakings-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Corporation at its offices in Morris Township, New Jersey, in their own proper persons.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14<sup>th</sup> day of May, 2004.

Attest:



Assistant Secretary  
David Pesce

UNITED STATES FIRE INSURANCE COMPANY

Senior Vice President  
Peter J. Daly

STATE OF NEW JERSEY)

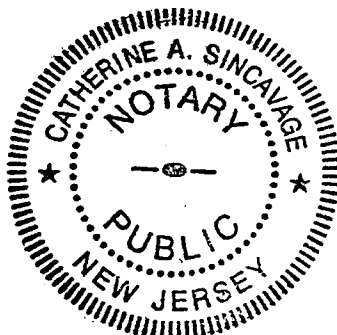
ss.:

COUNTY OF MORRIS )

On this 14<sup>th</sup> day of May, 2004, before the subscriber, a duly qualified Notary Public of the State of New Jersey, came the above-mentioned Vice President and Assistant Secretary of United States Fire Insurance Company, to me personally known to be the officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at the Township of Morris, the day and year first above written.

(Signed)  
(Seal)



Notary Public

**Catherine A Sincavage  
Notary Public of New Jersey  
My Commission Expires July 12, 2009**

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

December 31, 2004

ADMITTED ASSETS

BONDS	\$1,363,863,132
SHORT - TERM INVESTMENTS	24,549,145
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	5,338,440
PREMIUM IN COURSE OF COLLECTION*	117,395,478
INTEREST ACCRUED	15,349,513
OTHER ASSETS	365,657,095
TOTAL ASSETS	<u>1,892,152,803</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$415,496,923
RESERVE FOR LOSSES	1,150,554,701
RESERVE FOR TAXES	5,413,537
FUNDS HELD UNDER REINSURANCE TREATIES	0
OTHER LIABILITIES	(179,492,174)
TOTAL LIABILITIES	<u>\$1,391,972,987</u>

CAPITAL: SPECIAL SURPLUS	\$187,300,000
CAPITAL: 928,592 SHARES, \$4.85 PAR VALUE	4,503,671
CAPITAL: PAID IN	129,098,600
SURPLUS (UNASSIGNED)	179,277,545
SURPLUS TO POLICYHOLDERS	<u>500,179,816</u>
TOTAL	<u>\$1,892,152,803</u>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2004.

Sworn before me this 27th day of April, 2005.

  
Vice President

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Irene T. Verratti, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Nov. 15, 2007

Member, Pennsylvania Association Of Notaries

Nov 15 2007  
My commission expires

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

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE FLORIDA HIGHWAY PRODUCTS, INC., hereinafter referred to a "Principal" and United States Fire 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 \$ 34,915.00 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-1234-04/TLR - Markham Road Widening from Longwood Markham Road to Markham Woods Road; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated 6/24, 2004, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements 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.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 27<sup>th</sup>  
day of September, 2005.

Address:

3900 US HWY 17N  
BARTON, FL 33831

FLORIDA HIGHWAY PRODUCTS, INC (SEAL)

Principal

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

ATTEST: [Signature] Its: CONTROLLER  
(If a Corporation)

Address:

305 Madison Avenue  
Morristown, NJ 07960

United State Fire Ins. Co. (SEAL)  
Surety

By: Gary Morrissey, [Signature]  
Its Attorney-in-Fact

Phone No. (516) 622-2475

Fax No. (516) 6222675

ATTEST: [Signature]

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.

All bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the State of Florida. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. **Agents of Surety companies must list their name, address and telephone number on all Bonds.**