

## **CONSTRUCTION CONTRACTS**

- 10. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1233-04/DRS – Three Florida National Scenic Trail Bridges, with Cathcart Contracting Co., Oviedo (Certificate of Completion).**

CC-1233-04/DRS provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of three (3) Florida National scenic trail bridges. As of July 25, 2005 all work and documentation have been satisfactory completed. Public Works Department/Engineering 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.

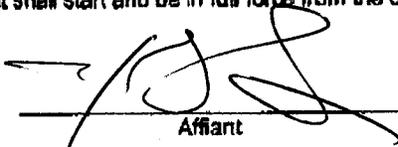
### CONTRACTOR'S RELEASE

Agreement Title: 3 SCENIC BRIDGES

County Contract No.: C-1233-04/D2S

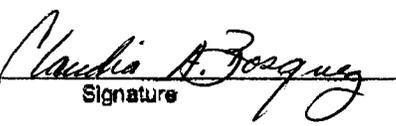
Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority in said County and State, appeared MATT T. BLANTON who, being duly sworn and personally known to me, deposes and says that he/she is President of LATENT CONTRACTORS, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on 3 SCENIC BRIDGES, located in Seminole County, Florida, dated the 3rd day of MAY, 2005, 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 \$ 29,788.59 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 \$ 29,788.59 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.

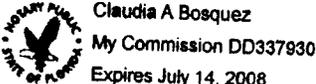
  
 \_\_\_\_\_  
 Affiant

State of Florida )  
 ) ss  
 County of Orange )

The foregoing instrument was acknowledged before me this 3rd day of May, 2005, by Matt Blanton, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
 Signature

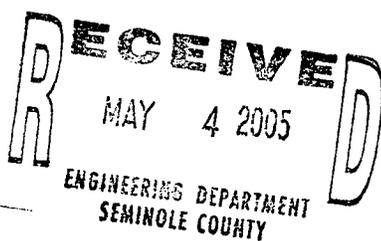
Print name: Claudia A. Bosquez  
 Notary Public in and for the County and State Aforementioned



My commission expires: July 14, 2008

CONTRACTOR'S RELEASE  
 6/19/96

App. N-1



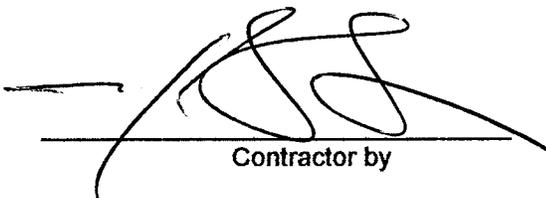
**CERTIFICATE OF FINAL INSPECTION**

Agreement Title: Three (3) Florida National Scenic Trail Bridges  
COUNTY Contract No.: CC-1233-04/DRS  
To: CONTRACTOR Cathcart Contracting Company  
Project Manager David W. Martin

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on January 12, 2005 in accordance with Section 14 of the General Conditions, and is acceptable 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:

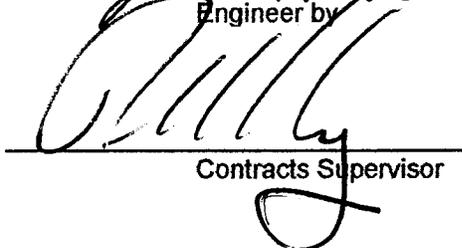
CONTRACTOR

  
\_\_\_\_\_  
Contractor by 1-12-05  
Date

ENGINEER

  
\_\_\_\_\_  
Engineer by 1-12-05  
Date

Reviewed by:

  
\_\_\_\_\_  
Contracts Supervisor 8/2/05  
Date

## CERTIFICATE OF ENGINEER

Agreement Title: Three (3) Florida National Scenic Trail Bridges  
COUNTY Contract No.: CC-1233-04/DRS  
Agreement Date: September 14, 2004  
Project: FNST Bridge

### CERTIFICATE OF ENGINEER

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

Agreement Date: September 14, 2004  
CONTRACTOR's Notice to Proceed: October 18, 2004  
Days allowed by Agreement: 90  
Extensions granted by C.O.: 0  
Scheduled Completion Date: January 12, 2005  
Work began: October 18, 2004  
Project Substantially Complete January 12, 2005 (Final Completion)  
Days to Complete 58  
Underrun: 0  
Overrun: 0

1-13-05  
Date

David M. [Signature]  
Engineer

## CERTIFICATE OF FINAL COMPLETION

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Agreement Title: Three (3) Florida National Scenic Trail Bridges

COUNTY Contract No.: CC-1233-04/DRS

Project: FNST Bridge

Contractor: Cathcart Contracting Company

Agreement for: Construction Agreement date: September 14, 2004

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

To: Seminole County Engineering Division  
Engineer

To: Cathcart Contracting Company  
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: January 12, 2005

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 \_\_\_\_\_ January 12, 2005

\_\_\_\_\_  
Seminole County Engineering  
ENGINEER

By: David M. [Signature]

CONTRACTOR accepts this certificate of Final Completion on \_\_\_\_\_, 2005

\_\_\_\_\_  
CONTRACTOR

By: **Matt T. Blanton, President**

COUNTY accepts this Certificate of Final Completion on 1-12, 2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_, Chairman

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

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

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

Bond No. 5983744MTC

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Cathcart Contracting Company, hereinafter referred to as "Principal" and Westfield Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 25,034.76 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-1233-04/DRS; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated September 14, 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 condition 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 25th day of April, 2005.

Address:  
6972 Aloma Avenue  
Winter Park, FL 32792

Cathcart Contracting Company (SEAL)  
Principal

By: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

ATTEST: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

Address:  
P O Box 5001  
Westfield Center, OH, 44251-5001

Westfield Insurance Company (SEAL)

Surety  
By: Jennifer L. McCarta  
Jennifer L. McCarta, Its Attorney-in-Fact

Phone No. (800) 430-1386

Fax No. (727) 578-2629

ATTEST: Jane Naase

Agency Info:  
Guignard Company  
1904 Boothe Circle  
Longwood, FL 32750  
(407) 834-0022

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.

General  
Power  
of Attorney

POWER NO. 0991862 02

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

**JACK W. GUIGNARD, BRYCE R. GUIGNARD, M. GARY FRANCIS, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. MCCARTA, KATIE N. BIRD, MARGIE LYNN MORRIS, BRETT A. RAGLAND, JOINTLY OR SEVERALLY**

of LONGWOOD and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 11th day of MAY A.D., 2003 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this 11th day of MAY A.D., 2003 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **John T. H. Batchelder**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25TH day of APRIL A.D., 2005 .

  
**John T. H. Batchelder, Secretary**

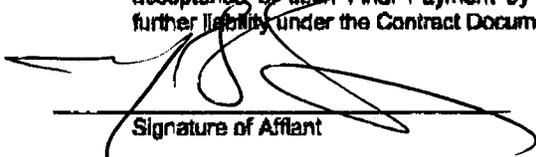
### CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of Florida County of Orange  
MATT T. BLANTON, being duly sworn according to law, deposes and says that he is  
the PRESIDENT (Title of Office of CATHCART CONTRACTING CO.)  
CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the  
3 Sewer Buses 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 of Affiant

**Matt T. Blanton, President**  
\_\_\_\_\_  
Title

State of Florida )  
) ss  
County of Orange

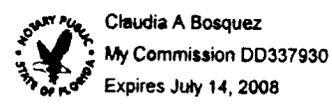
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May  
2005, by Matt Blanton, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature

Print name: Claudia A. Bosquez  
Notary Public in and for the County and  
State Aforementioned

My commission expires: July 14, 2008  
App. Q-1

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



CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF, \$78,145.40 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES, AND FOR MATERIALS FURNISHED TO NO CATHCART CONTRACTING COMPANY ON THE JOB FOR SEMINOLE COUNTY, FLORIDA, CONTRACT NO. CC-1233-4/DRS. BOND #5983744. THREE (3) FLORIDA NATIONAL SCENIC TRAIL BRIDGES.

PROPERTY: OLD STATE ROAD (FLAGLER TRAIL) AT THE ECONLOCKHATCHEE RIVER.

DATED ON: 3-11-05

LIENOR'S NAME: NORTH AMERICAN BRIDGE CO., INC.  
ADDRESS: P O BOX 291018  
TAMPA, FL 33687-1018

BY: [Signature]  
PRINTED NAME: DON SMIDT

STATE OF Florida  
COUNTY OF Hillsborough

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Don Smidt WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED Florida DL AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT Hillsborough COUNTY, THIS 10<sup>th</sup> DAY OF March, 2005.

NOTARY PUBLIC Michelle Caplinger



CONSENT OF SURETY TO FINAL PAYMENT

We, the Westfield Insurance Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of ~~Two Hundred Fifty Thousand Three~~ Hundred Forty Seven Dollars and 58/100 Dollars (\$ 250,347.58 ) 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 payments 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 Westfield Insurance Company has caused this instrument to be executed on its behalf of its Florida Licensed Resident Agent and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 25th day of April, 2005.

Westfield Insurance Company  
Surety Company

  
Jennifer L. McCarta  
Attorney-in-Fact & Florida  
Licensed Resident Agent  
Inquiries: (407) 834-0022

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

State of Florida )  
County of Seminole )

The foregoing instrument was acknowledged before me this 25th day of April 2005, by Jennifer L. McCarta, who is personally known to me or who has produced (Personally Known) as identification.

  
Signature

Print name: Kanani H. Cordero  
Notary Public in and for the County and  
State Aforementioned



Kanani Hoku Cordero  
MY COMMISSION # DD228024 EXPIRES  
July 1, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: 7/1/2007

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

**JACK W. GUIGNARD, BRYCE R. GUIGNARD, M. GARY FRANCIS, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. MCCARTA, KATIE N. BIRD, MARGIE LYNN MORRIS, BRETT A. RAGLAND, JOINTLY OR SEVERALLY**

of **LONGWOOD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **11th** day of **MAY** A.D., **2003**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **11th** day of **MAY** A.D., **2003**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **John T. H. Batchelder**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **26th** day of **April** A.D., **2006**.

  
**John T. H. Batchelder, Secretary**

## SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE 3 FLA. NAT. SCENIC PAYMENT NO. 3 FINAL  
COUNTY CONTRACT NO. REVISED C-1233-04 025 PERIOD ENDING 1/2/05

### REQUIRED ATTACHMENTS

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1. If monthly application for payment, the following attachments are required:

- (a) Updated monthly schedule;
- (b) Contractor's Waiver of Lien (Partial); and,
- (c) All applicable Subcontractor/Vendor's Waivers of Lien (Partial).

2. If final application for payment, the following attachments are required:

- (a) Contractor's Waiver of Lien (Final and Complete);
- (b) All applicable Subcontractor/Vendor's Waivers of Lien (Final and Complete);
- (c) Consent of surety to final payment;
- (d) Completed material and workmanship bond;
- (e) Certificate of Engineer;
- (f) Certificate of final completion;
- (g) Contractor's release; and,
- (h) Certificate of Final Inspection