

11. Approve Change Orders #6 and #7, and Approve the Certificate of Final Completion for FC-1159-01/BJC - Lake Mary Boulevard - Phase III and East Lake Mary Boulevard Segment 1, with Bergeron Land Development of Kissimmee (\$378,435.07) (Time Extension).

FC-1159-01/BJC provides for all labor, materials, equipment, coordination and incidentals necessary for the construction of approximately 2.57 miles of 4-lane divided urban road with curbed, closed drainage, landscaping and signals for Lake Mary Boulevard - Phase III and East Lake Mary Boulevard - Segment I.

Change Order #6 and Change Order #7 provided for the final adjustment of pay item quantities for the Lake Mary Blvd Phase III & East Lake Mary Blvd – Segment 1 portion of the project. An additional sixty-five (65) days of contract time for additional work were required for the completion of this project.

The following is a summary of the cost of the contract:

Original Contract Sum	\$ 7,993,947.35
Add Change Orders #1-5	3,812,913.39
Add Change Order #6	35,784.57 (plus 47 days)
Add Change Order #7	<u>342,650.50 (plus 18 days)</u>
Revised Contract Sum	\$12,185,295.81

As of July 27, 2004 all work and documentation has been satisfactorily completed.

Funds are available in account number 077515-06067000 (Engineering, Roads) CIP #DE56251Z. Public Works Department/Engineering Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the request and authorize the County Manager to execute Change Order #6, Change Order #7 and the Certificate of Final Completion.

**SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS**

PURCHASING DIVISION
(407) 665-7113

1101 E. First Street
Sanford, FL 32771
Original

Contract No: FC-1159-01/BJC Initiation Date: March 11, 2002 Contract Date: March 05, 2002
Change Order No: 6 Account No: 077515-56067000 Arch/Eng Proj. # PS-578-00/BJC
Contract For: Lake Mary Blvd Phase III and East Lake Mary Blvd.- Segments I, IIA

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

See Attached

REASON FOR CHANGE(S):

Please See Attached

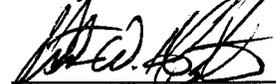
ORIGINAL CONTRACT SUM:..... \$ 7,993,947.35
CONTRACT SUM PRIOR TO THIS CHANGE ORDER..... \$ 11,806,860.74
CHANGE ORDER (Increase) (Decrease) (Unchanged)..... \$ 35,784.57
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE. ... \$ 11,842,645.31
INCREASED BY (47) CALENDAR DAYS
FINAL COMPLETION DATE THROUGH THIS CHANGE ORDER ... June 4, 2004

WAIVER: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between COUNTY and CONTRACTOR that the Change Order represents and equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR'S complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

ACKNOWLEDGEMENTS: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order, and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

NOT VALID UNTIL SIGNED BY OWNER, ARCHITECT/ENGINEER AND CONTRACTOR.


PROJECT MANAGER


ARCHITECT/ENGINEER
Robert W. Heffington, P.E.


CONTRACTOR (Seal)

PW/ENGINEERING
Dept/Div.
By: S. KRUG
Date: 6-28-04

AB/WCG Joint Venture
1690 Tropic Park Drive
Sanford, FL 32773
Address
By:
Date: June 22, 2004

BERGERON LAWYERS, INC
2710 MICHIGAN AVE. KISSIMMEE, FL 34744
Address
By: ELBERT ESTEP, GENERAL MANAGER
Date: 6-25-04

Approved as to form & legal sufficiency: _____
County Attorney Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

CLERK OF THE CIRCUIT COURT
ATTEST:

CHAIRMAN

BCC APPROVAL DATE: _____

DATE: _____

LAKE MARY BLVD. - PHASE III
 EAST LAKE MARY BLVD.
 SEGMENTS I AND IIA
 FINAL CHANGE ORDER
 FINAL CONTRACT VALUE

	Approved	Actually Completed
Original Contract	\$ 7,993,947.35	\$ 7,667,903.73
Change Order No. 1	\$ 3,544,407.48	\$ 3,767,350.94
Change Order No. 2	\$ (13,845.89)	\$ 212,099.79
Change Order No. 3	\$ 187,007.72	\$ 184,922.72
Change Order No. 4	\$ 28,706.92	\$ 28,706.92
Change Order No. 5	\$ 66,637.16	\$ 24,338.48
Current Contract Amount	\$ 11,808,860.74	\$ 11,835,322.58
Over-Run / Under-Run Total		\$ 78,461.84
Change Order No. 6		
(Phase II and Segment I)		
Turn Lane at Rolling Hills		\$ 33,154.34
Additional Driveway on CR 427		\$ 9,667.68
Re-build of US 17-92 Bullnose		\$ 3,901.81
Shrubs in Pond 4 - Phase III		\$ 2,611.35
Six Mile Creek Guardrail Mods		\$ 2,381.87
Clean Existing Pipe		\$ 3,881.60
API from APAC		\$ 72,834.91
2.5% Adjustment for deletion of Landscaping		\$ 5,687.50
Change C.R. 427 signs to Ronald Reagan signs		\$ 2,105.38
Drainage Structures S-101, A1, A10 and A14 deleted after Contractor's order placement		\$ 3,605.09
Cleaning Box Culvert		\$ 20,692.44
Tree Trimming		\$ 2,989.20
Re-grade and Sod Pond 2		\$ 11,410.51
Field Office (pro-rated)	36 of 50 days	\$ 3,157.91
Change Order No. 2 Over-Runs		\$ 225,945.68
Change Order No. 5 Under-Run		\$ (42,298.68)
Original Contract Under-Run		\$ (326,043.62)
Final Change Order No. 6		\$ 38,784.57
Change Order No. 7		
(Segment IIA)		
Additional R.O.W. Survey - (no Bid Item in original Change Order No. 1)		\$ 5,183.85
Final Unsuitable Issue		\$ 22,494.66
Pads for Electrical Boxes		\$ 267.03
Relocation of Controller		\$ 10,554.00
Count Station		\$ 12,857.04
Interconnect conduit - south side from Airport Entrance Road to Brisson		\$ 2,500.00
API from APAC		\$ 17,376.31
NTP adjustments		\$ 43,860.40
Object Marker Signs		\$ 3,280.00
Barrels and signs for FPL		\$ 983.18
Airport Sign (Fausnight)		\$ 1,207.50
Field Office (pro-rated)	14 of 50 days	\$ 1,228.07
Change Order No. 1 Over-Runs		\$ 222,943.46
Change Order No. 3 Under-Run		\$ (2,085.00)
Final Change Order No. 7		\$ 342,850.50
Total Contract Value		\$ 12,188,236.81

**ADDITIONAL CALENDAR DAYS
FOR
CHANGE ORDERS 6 AND 7
LAKE MARY BLVD - PHASE III
EAST LAKE MARY BLVD - SEGMENTS I AND IIA**

Additional Days for Final Change Order		
Item	Number of Work Days	Change Order No.
Re-built median on US 17-92	7	6
Turn Lane - Rolling Hills	14	6
Re-grade Pond 2	5	6
Clean Box Culvert	10	6
	36	
Multiplier for Calendar Days	1.3	
Calendar Days	46.8	
Additional Calendar Days for Change Order No. 6	47	
Survey R.O.W. - Segment IIA	9	7
Relocater Controller	5	7
	14	
Multiplier for Calendar Days	1.3	
Calendar Days	18.2	
Additional Calendar Days for Change Order No. 7	18	

**PREPARED BY
AB/WCG JOINT VENTURE**

**ADDITIONAL FIELD OFFICE COSTS
FOR
CHANGE ORDERS 6 AND 7
LAKE MARY BLVD - PHASE III
EAST LAKE MARY BLVD - SEGMENTS I AND IIA**

ADDITIONAL FIELD OFFICE COSTS	
Item	Days
Original Contract	580
Change Order No. 1	180
	760
March 11, 2002 through June 22, 2004	834
Extra Days of Field Office	74
Cost per day	\$59.27
Total Cost	\$4,385.98
Pro-rated Change Order 6	\$3,157.91
Pro-rated Change Order 7	\$1,228.07

**PREPARED BY
AB/WCG JOINT VENTURE**

CHANGE ORDER NO. 2
LAKE MARY BLVD. - PHASE III
EAST LAKE MARY BLVD - SEGMENT I

Item	Reason for Change	Unit	Total - Original Change Order	Unit Cost	Quantity Actually Completed	Total - Actually Completed	Difference (Actual vs. Original)
4" Irrigation Sleeves	Added by request from County	L.F.	\$ 10,931.67	\$ 7.81	5,026	\$ 39,253.06	\$28,321.39
10" Irrigation Sleeves	Added by request from County	L.F.	\$ 18,479.56	\$ 13.20	4,994	\$ 65,920.80	\$47,441.24
Pole Removal	Not shown on the Construction Plans for Signalization - in the area of S.R. 417 R.O.W. Limits	Each	\$ 4,197.72	\$ 699.62	7	\$ 4,897.34	\$ 699.62
Value Engineering Change Proposal	Deduct Sand Cement RipRap - 579 tons @ \$ 242.67 / ton	Ton	\$ (140,505.93)	\$(140,505.93)	1	\$(140,505.93)	\$ -
(per General Conditions 00800)	Add Rubble Rip-Rap - 579 tons @ \$78.75 / ton	Ton	\$ 45,596.25	\$ 78.75	693	\$ 54,573.75	\$ 8,977.50
(Section 16)	Savings to County - \$ 94,909.68 @ 50%	L.S.	\$ 47,454.84	\$ 47,454.84	1	\$ 47,454.84	\$ -
	Total Change		\$ (13,845.89)			\$ 71,593.86	\$85,439.75
						\$(140,505.93)	
						\$ 212,099.79	

**CHANGE ORDER NO. 3
LAKE MARY BLVD. - PHASE III
EAST LAKE MARY BLVD - SEGMENT I**

Item	Reason for Change	Quantity	Unit	Unit Price	Total
Mobilization	SJRWMD Permit Requirement	1	L.S.	\$ 21,226.72	\$ 21,226.72
Clear, Fill and Grade Ditch	SJRWMD Permit Requirement	2900	L.F.	\$ 52.57	\$ 152,453.00
Silt Fence	SJRWMD Permit Requirement	800	L.F.	\$ 1.71	\$ 1,368.00
Turbidity Barrier	SJRWMD Permit Requirement	800	L.F.	\$ 6.95	\$ 5,560.00
Seed and Much	SJRWMD Permit Requirement	16000	S.Y.	\$ 0.40	\$ 6,400.00
	Total Change				\$ 187,007.72

**CHANGE ORDER NO. 4
BERGERON LAND DEVELOPMENT
LAKE MARY BOULEVARD**

ITEM	REASON FOR CHANGE	AMOUNT
Trash in Pond B	Boat Debris found when Pond was excavated - not anticipated but uncovered once work began	\$ 15,389.87
Remove and Replace Curb at Sanford Avenue	Plan Coordination Error between Phase III and Segment 1 - constructed per plan but revised for smothh traffic movement	\$ 3,537.35
Clean Ditch and Use of Vac Truck	Requested by Seminole County to facilitate proper drainage in front of SEI	\$ 6,712.05
Disposal of Structures S-101 and S-108	Structures were deleted from the project and needed to be disposed of	\$ 3,067.65
	Total	\$ 28,706.92

**CHANGE ORDER NO. 5
BERGERON LAND DEVELOPMENT
LAKE MARY BOULEVARD**

ITEM	REASON	TOTAL - Original Change Order	Unit	Unit Cost	Quantity Actually Completed	Total - Actually Completed	Difference (Actual vs. Original)
Fence around Pond 4	The existing fence was removed along Lake Mary Blvd to excavate the Pond; new fence was used to replace the existing fence	\$ 2,310.00	L.S.	\$2,310.00	1	\$ 2,310.00	\$ -
Wood Fence Replacement - Sta 78+00 - Left Roadway	Field Adjustment to construct a 6' sidewalk in the available area; fence was removed and replaced in like kind	\$ 1,348.02	L.S.	\$1,348.02	1	\$ 1,348.02	\$ -
Modifications to S-CD2	Modifications (extension of double MES) were needed to allow for Utility Strip, 5' sidewalk and backslope	\$ 2,538.94	L.S.	\$2,538.94	1	\$ 2,538.94	\$ -
Modifications to MH OB-4	Modifications needed once manhole was adjusted to miss City of Sanford utilities	\$ 221.70	L.S.	\$ 221.70	1	\$ 221.70	\$ -
Concrete Removal at drive on South Mellonville Road	Unforeseen conditions - encountered a large mass of concrete when grading for a driveway on Mellonville Road	\$ 621.22	L.S.	\$ 621.22	1	\$ 621.22	\$ -
Modifications to existing structure - east side of South Mellonville Road	Site Condition - Removal of existing MES and tie into existing piping to new structure	\$ 606.13	L.S.	\$ 606.13	1	\$ 606.13	\$ -
Additional repairs and adjustments to irrigation system - Seminole County School Administration Building	Repairs required to construct driveway connection for the Seminole County School Administration building	\$ 3,359.30	L.S.	\$3,359.30	1	\$ 3,359.30	\$ -
Mowing Adjustment - adding 250 acres @ \$ 208 / acre	Increase in Plan Quantity	\$ 52,000.00	L.F.	\$ 208.00	44.95	\$ 9,349.60	\$ (42,650.40)
Water for grassing Adjustment - adding 95 MG @ \$ 38.23 / MG	Increase in Plan Quantity	\$ 3,631.85	MG	\$ 38.23	104.2	\$ 3,983.57	\$ 351.72
Total Change Order No. 5		\$ 66,637.16				\$ 24,338.48	\$ (42,298.68)

BERGERON LAND DEVELOPMENT										
SEMINOLE COUNTY PROJECT # FC-1159-01/BJC										
CONTRACTORS PAY REQUEST										
LAKE MARY BOULEVARD PHASE III &										
EAST LAKE MARY BOULEVARD SEGMENT 1										
Job # 135										
Estimate #										
Closing Date										
Item N°	Bid Description	Units	Quantity	Unit Cost	Total	Total Qty To Date	Total Amount	quantity change	dollar change	reasons
425-1-521	INLET (DT BOTT TYPE C) (<10')	EA	13.000	\$1,255.00	\$16,315.00	16.000	\$20,080.00	3.000	\$3,765.00	
425-1-541	INLET (DT BOTT TYPE D) (<10')	EA	3.000	\$1,391.00	\$4,173.00	4.000	\$5,564.00	1.000	\$1,391.00	
425-1-551	INLET (DT BOTT TYPE E) (<10')	EA	5.000	\$1,714.86	\$8,574.30	5.000	\$8,574.30	0.000	\$0.00	
425-1-561	INLET (DT BOTT TYPE F) (<10')	EA	4.000	\$2,506.00	\$10,024.00	1.000	\$2,506.00	-3.000	(\$7,518.00)	
425-1-711	INLET (GUTTER TYPE V) (<10')	EA	2.000	\$2,015.00	\$4,030.00	2.000	\$4,030.00	0.000	\$0.00	
425-1-901	INLET (SPECIAL) (CONTROL STRUCTURES)	EA	2.000	\$2,820.00	\$5,240.00	3.000	\$7,880.00	1.000	\$2,820.00	
425-2-41	MANHOLE (P-7) (<10')	EA	18.000	\$1,700.00	\$30,600.00	17.000	\$28,900.00	-1.000	(\$1,700.00)	
425-2-42	MANHOLE (P-7) (>10')	EA	1.000	\$2,107.00	\$2,107.00	1.000	\$2,107.00	0.000	\$0.00	
425-2-61	MANHOLE (P-8) (<10')	EA	9.000	\$1,591.00	\$14,319.00	5.000	\$7,955.00	-4.000	(\$6,364.00)	
425-2-71	MANHOLE (J-7) (<10')	EA	10.000	\$2,572.00	\$25,720.00	12.000	\$30,864.00	2.000	\$5,144.00	
425-2-472	MANHOLE (J-7) (>10')	EA	3.000	\$3,467.00	\$10,371.00	3.000	\$10,371.00	0.000	\$0.00	
430-11-325	CONC PIPE CULV (SS) (CL III) (18")	LF	9641.000	\$33.46	\$322,587.86	9387.000	\$314,089.02	-254.000	(\$8,498.84)	
430-11-329	CONC PIPE CULV (SS) (CL III) (24")	LF	5406.000	\$38.50	\$208,131.00	4725.000	\$181,912.50	-681.000	(\$26,218.50)	
430-11-333	CONC PIPE CULV (SS) (CL III) (30")	LF	4112.000	\$45.35	\$186,479.20	4012.000	\$181,944.20	-100.000	(\$4,535.00)	
430-11-338	CONC PIPE CULV (SS) (CL III) (36")	LF	698.000	\$57.64	\$40,232.72	694.000	\$40,002.16	-4.000	(\$230.56)	
430-11-340	CONC PIPE CULV (SS) (CL III) (42")	LF	1284.000	\$66.55	\$85,450.20	1281.000	\$85,250.55	-3.000	(\$199.65)	
430-11-342	CONC PIPE CULV (SS) (CL III) (54")	LF	385.000	\$94.41	\$36,347.85	79.000	\$7,458.39	-306.000	(\$28,889.46)	
430-12-329	CONC PIPE CULV (CLASS III) (24" CD)	LF	228.000	\$51.76	\$11,897.76	258.000	\$13,354.08	32.000	\$1,856.32	
430-12-341	CONC PIPE CULV (CLASS III) (48" CD)	LF	390.000	\$82.21	\$32,061.90	165.000	\$13,564.65	-225.000	(\$18,497.25)	
430-14-325	CONC PIPE CULV (CLASS III) (18" SD)	LF	158.000	\$46.00	\$7,268.00	99.000	\$4,554.00	-59.000	(\$2,714.00)	
430-141-103	ELLIPTICAL CONC PIPE CULV (SS) (HEIII) (19x30)	LF	194.000	\$35.42	\$6,871.48	190.000	\$6,729.80	-4.000	(\$141.68)	
430-141-104	ELLIPTICAL CONC PIPE CULV (SS) (HEIII) (24x38)	LF	754.000	\$47.97	\$36,169.38	808.000	\$38,759.76	54.000	\$2,590.38	
430-141-109	ELLIPTICAL CONC PIPE CULV (SS) (HEIII) (38x60)	LF	297.000	\$87.50	\$28,957.50	292.000	\$28,470.00	-5.000	(\$487.50)	
430-142-004	ELLIPTICAL CONC PIPE CULV (SS) (HEII) (24x38)	LF	106.000	\$84.55	\$8,842.30	158.000	\$10,069.80	50.000	\$3,227.50	
430-142-008	ELLIPTICAL CONC PIPE CULV (SS) (HEII) (34x53)	LF	38.000	\$94.20	\$3,579.60	40.000	\$3,768.00	2.000	\$188.40	
430-144-101	ELLIPTICAL CONC PIPE CULV (SS) (HEIII) (12x18)	LF	40.000	\$28.85	\$1,066.00	50.000	\$1,332.50	10.000	\$266.50	

BERGERON LAND DEVELOPMENT										
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LAKE MARY BOULEVARD PHASE III &										
EAST LAKE MARY BOULEVARD SEGMENT 1										
Job # 135										
Estimate #										
Closing Date										
Item N°	Bid Description	Units	Quantity	Unit Cost	Total	Total Qty To Date	Total Amount	quantity change	dollar change	reasons
430-982-225	MITERED END SECTION (CD) (RCP) (18")	EA	4.000	\$639.00	\$2,556.00	3.000	\$1,917.00	-1.000	(\$639.00)	
430-982-229	MITERED END SECTION (CD) (RCP) (24")	EA	4.000	\$696.00	\$2,784.00	8.000	\$5,568.00	4.000	\$2,784.00	
430-982-233	MITERED END SECTION (CD) (RCP) (30")	EA	5.000	\$975.00	\$4,875.00	4.000	\$3,900.00	-1.000	(\$975.00)	
430-982-238	MITERED END SECTION (CD) (RCP) (36")	EA	1.000	\$1,251.00	\$1,251.00	1.000	\$1,251.00	0.000	\$0.00	
430-982-240	MITERED END SECTION (CD) (RCP) (42")	EA	1.000	\$1,600.00	\$1,800.00	2.000	\$3,200.00	1.000	\$1,600.00	
430-982-404	MITERED END SECTION (ERCP) (24x38")	EA	4.000	\$811.00	\$3,244.00	8.000	\$4,868.00	2.000	\$1,622.00	
430-982-408	MITERED END SECTION (ERCP) (35x53")	EA	1.000	\$1,851.00	\$1,851.00	1.000	\$1,851.00	0.000	\$0.00	
430-984-225	MITERED END SECTION (SD) (RCP) (18")	EA	5.000	\$823.00	\$3,115.00	3.000	\$1,869.00	-2.000	(\$1,246.00)	
430-984-401	MITERED END SECTION (SD) (ERCP) (12x18")	EA	2.000	\$811.00	\$1,222.00	2.000	\$1,222.00	0.000	\$0.00	
430-985-225	MITERED END SECTION (CD) (RCP) (18"BO)	EA	1.000	\$838.36	\$838.36	0.000	\$0.00	-1.000	(\$838.36)	
430-985-238	MITERED END SECTION (CD) (RCP) (36"BO)	EA	1.000	\$1,251.00	\$1,251.00	1.000	\$1,251.00	0.000	\$0.00	
430-985-240	MITERED END SECTION (CD) (RCP) (42"BO)	EA	1.000	\$1,032.00	\$1,032.00	1.000	\$1,032.00	0.000	\$0.00	
430-985-242	MITERED END SECTION (CD) (RCP) (54"BO)	EA	1.000	\$2,746.00	\$2,746.00	1.000	\$2,746.00	0.000	\$0.00	
440-1-20	UNDERDRAIN TYPE II W/CLEANOUTS	LF	11838.000	\$13.71	\$159,529.56	9690.000	\$132,849.90	-1948.000	(\$26,679.66)	
455-133	STEEL SHEET PILING (F&I)	SF	7000.000	\$13.11	\$91,770.00	7175.000	\$94,064.25	175.000	\$2,294.25	
515-1-2	PIPE HANDRAIL (ALUMINUM) (3-RAIL)	LF	1101.000	\$22.40	\$24,662.40	721.500	\$16,161.80	-379.500	(\$8,500.80)	
520-1-7	CONC CURB & GUTTER (TYPE E)	LF	12471.000	\$6.84	\$85,301.64	12959.000	\$88,639.56	488.000	\$3,337.92	
520-1-10	CONC CURB & GUTTER (TYPE F)	LF	25184.000	\$7.08	\$178,161.12	26889.500	\$190,377.66	1725.500	\$12,216.54	
520-2-1	CONC CURB & GUTTER (TYPE A)	LF	5125.000	\$7.08	\$36,285.00	5059.500	\$35,821.26	-65.500	(\$463.74)	
520-2-4	CONC CURB & GUTTER (TYPE D)	LF	212.000	\$14.08	\$2,984.96	100.000	\$1,408.00	-112.000	(\$1,576.96)	
520-3	CONCRETE VALLEY GUTTER	LF	756.000	\$17.17	\$12,980.52	1158.500	\$19,891.45	402.500	\$6,910.93	
520-5-16	CONC TRAFFIC SEPERATOR (TYPE I) (8.5"W)	LF	2795.000	\$26.27	\$73,424.65	2725.000	\$71,585.75	-70.000	(\$1,838.90)	
520-5-41	CONC TRAFFIC SEPERATOR (TYPE IV) (4"W)	LF	329.000	\$18.35	\$6,037.15	433.000	\$7,945.55	104.000	\$1,908.40	
522-1	CONCRETE SIDEWALK (4")	SY	13747.000	\$13.85	\$187,846.55	14441.900	\$197,131.94	694.900	\$9,485.36	
522-2	CONCRETE SIDEWALK (6")	SY	2034.000	\$28.24	\$57,440.16	2339.200	\$66,059.01	305.200	\$8,618.85	
530-1	RIPRAP (SAND CEMENT)	CY	579.000	\$242.87	\$140,505.93	0.000	\$0.00	-579.000	(\$140,505.93)	
538-1-1	GUARDRAIL (RAODWAY)	LF	400.000	\$11.80	\$4,720.00	400.000	\$4,720.00	0.000	\$0.00	
538-6	END ANCHORAGE ASSEMBLY (TYPE II)	EA	2.000	\$475.00	\$950.00	2.000	\$950.00	0.000	\$0.00	
538-9	END ANCHORAGE ASSEMBLY (TYPE IV)	EA	2.000	\$920.00	\$1,840.00	2.000	\$1,840.00	0.000	\$0.00	
550-2-7	FENCE TYPE B (6' HEIGHT)	LF	1071.000	\$8.20	\$8,782.20	508.000	\$4,165.60	-563.000	(\$4,616.60)	

BERGERON LAND DEVELOPMENT										
SEMINOLE COUNTY PROJECT # FC-1159-01/BJC										
CONTRACTORS PAY REQUEST										
LAKE MARY BOULEVARD PHASE III &										
EAST LAKE MARY BOULEVARD SEGMENT 1										
Job # 135										
Estimate #										
Closing Date										
Item N°	Bid Description	Units	Quantity	Unit Cost	Total	Total Qty To Date	Total Amount	quantity change	dollar change	reasons
550-3-2	CORNER PULL POST ASSEM (TYPE B FENCE)	EA	2.000	\$140.00	\$280.00	5.000	\$700.00	3.000	\$420.00	
550-5-1	FENCE PULL POST ASSEM (TYPE B)	EA	5.000	\$140.00	\$700.00	0.000	\$0.00	-5.000	(\$700.00)	
570-3	GRASS SEED (PERM TYPE)	LB	355.000	\$16.88	\$5,890.30	200.000	\$3,172.00	-155.000	(\$2,458.30)	
570-4	MULCH MATERIAL	TN	14.000	\$1.10	\$15.40	14.000	\$15.40	0.000	\$0.00	
570-5	FERTILIZER	TN	11.000	\$10.00	\$110.00	11.000	\$110.00	0.000	\$0.00	
570-9	WATER FOR GRASSING	MG	377.000	\$38.23	\$14,412.71	377.000	\$14,412.71	0.000	\$0.00	
570-10	GRASS SEED (QUICK GROW TYPE)	LB	71.000	\$5.00	\$355.00	71.000	\$355.00	0.000	\$0.00	
575-1	SODDING	SY	103333.000	\$1.29	\$133,299.57	138269.200	\$175,787.27	32936.200	\$42,487.70	
730-76-219	STEEL CASING (38") (JACK & BORE)	LF	55.000	\$416.00	\$22,880.00	55.000	\$22,880.00	0.000	\$0.00	
866-3	RIGHT OF WAY SURVEY	LS	1.000	\$10,800.00	\$10,800.00	1.000	\$10,800.00	0.000	\$0.00	
	LANDSCAPING	LS	1.000	\$227,500.00	\$227,500.00	0.000	\$0.00	-1.000	(\$227,500.00)	
					\$7,437,053.74		\$7,011,198.87		(\$426,855.07)	
Item N°	Bid Description	Units	Quantity	Unit Cost	Total	Total Qty To Date	Total Amount			
820-1-1	GROUNDING ELECTRODE (F&I)	LF	410.000	\$3.76	\$1,541.80	460.000	\$1,729.80	50.000	\$188.00	
830-1-12	CONDUIT (F&I) (UNDERGROUND)	LF	11393.000	\$2.93	\$33,381.49	21440.000	\$82,819.20	10047.000	\$29,437.71	
830-1-13	CONDUIT (F&I) (UNDER PAVEMENT)	LF	110.000	\$12.17	\$1,338.70	0.000	\$0.00	-110.000	(\$1,338.70)	
830-1-14	CONDUIT (JACK & BORE)	LF	125.000	\$12.20	\$1,525.00	540.000	\$6,588.00	415.000	\$5,063.00	
832-7-1	CABLE (SIGNAL) (F&I)	PI	3.000	\$2,375.00	\$7,125.00	3.000	\$7,125.00	0.000	\$0.00	
835-1-11	PULL AND JUNCTION BOXES (F&I) (PULL BOX)	EA	91.000	\$182.50	\$16,607.50	178.996	\$32,301.73	85.996	\$15,694.23	
839-1-22	ELECTRICAL POWER SERVICE (UNDERGROUND)	AS	3.000	\$636.00	\$1,908.00	3.000	\$1,908.00	0.000	\$0.00	
839-2-1	ELECTRICAL SERVICE WIRE (F&I)	LF	300.000	\$3.50	\$1,050.00	300.000	\$1,050.00	0.000	\$0.00	
848-15-58	MAST ARMS (STEEL) (SGL ARM) (58' ARM)	EA	1.000	\$17,875.00	\$17,875.00	1.000	\$17,875.00	0.000	\$0.00	
848-15-60	MAST ARMS (STEEL) (SGL ARM) (60' ARM)	EA	1.000	\$18,860.00	\$18,860.00	1.000	\$18,860.00	0.000	\$0.00	
848-15-76	MAST ARMS (STEEL) (SGL ARM) (76' ARM)	EA	1.000	\$22,150.00	\$22,150.00	1.000	\$22,150.00	0.000	\$0.00	
848-15-82	MAST ARMS (STEEL) (SGL ARM) (82' ARM)	EA	1.000	\$22,825.00	\$22,825.00	1.000	\$22,825.00	0.000	\$0.00	
848-15-94	MAST ARMS (STEEL) (SGL ARM) (94' ARM)	EA	1.000	\$25,850.00	\$25,850.00	1.000	\$25,850.00	0.000	\$0.00	
848-15-98	MAST ARMS (STEEL) (SGL ARM) (98' ARM)	EA	1.000	\$26,775.00	\$26,775.00	1.000	\$26,775.00	0.000	\$0.00	
850-51-311	TRAFFIC SIGNAL (F&I) (3 SECTION, 1 WAY)	AS	25.000	\$658.39	\$16,459.75	25.000	\$16,459.75	0.000	\$0.00	
850-51-511	TRAFFIC SIGNAL (F&I) (5 SECTION, 1 WAY)	AS	4.000	\$901.45	\$3,605.80	4.000	\$3,605.80	0.000	\$0.00	
853-181	PEDESTRAIN SIGNALS (F&I) (LED) (1 WAY)	AS	12.000	\$618.40	\$7,432.80	12.000	\$7,432.80	0.000	\$0.00	
853-182	PEDESTRAIN SIGNALS (F&I) (LED) (2 WAY)	AS	4.000	\$1,194.00	\$4,778.00	4.000	\$4,778.00	0.000	\$0.00	
859-108	SIGNAL HEAD AUX (STEEL PEDESTAL)	EA	8.000	\$1,140.00	\$9,120.00	8.000	\$9,120.00	0.000	\$0.00	
859-109	SIGNAL HEAD AUX (CONC PEDESTAL)	EA	3.000	\$484.55	\$1,393.85	4.000	\$1,858.20	1.000	\$464.55	
860-1-105	INDUCT LOOP DECT (TYPE 5, CH, SS, DEL)	EA	31.000	\$272.09	\$8,434.79	31.000	\$8,434.79	0.000	\$0.00	
860-1-106	INDUCT LOOP DECT (TYPE 6, CH, SS, DEL)	EA	5.000	\$306.11	\$1,530.55	5.000	\$1,530.55	0.000	\$0.00	
860-2-102	LOOP ASSEMBLY (TYPE B)	AS	42.000	\$342.88	\$14,400.96	42.000	\$14,400.96	0.000	\$0.00	
860-2-106	LOOP ASSEMBLY (TYPE F) (40' MODIFIED)	AS	24.000	\$613.87	\$14,732.88	25.000	\$15,346.75	1.000	\$613.87	
860-70-124	SPEED CLASS LOOP ASSEM (2 LOOP, 4 LANE)	AS	8.000	\$691.30	\$5,530.40	8.000	\$5,530.40	0.000	\$0.00	
861-70-114	PIEZO AXEL SENSOR (F&I)	AS	8.000	\$1,587.22	\$12,697.76	8.000	\$12,697.76	0.000	\$0.00	
863-73-12	VEH SPEED/CLASS UNIT (4 LANE LOOP/AXLE I)	EA	2.000	\$4,150.00	\$8,300.00	2.000	\$8,299.99	0.000	(\$0.01)	
864-70-11	SOLAR POWER UNIT (F&I) (NEW POLE)	EA	2.000	\$3,170.00	\$6,340.00	2.000	\$6,340.00	0.000	\$0.00	
865-11	PEDESTRAIN DETECT (POLE OR CC MOUNT)	EA	20.000	\$138.28	\$2,765.20	20.000	\$2,765.20	0.000	\$0.00	
868-14	DETECTOR CABINET (TYPE IV) (48"x29"x18")	EA	2.000	\$2,200.00	\$4,400.00	2.000	\$4,400.00	0.000	\$0.00	

BERGERON LAND DEVELOPMENT										
SEMINOLE COUNTY PROJECT # FC-1159-01/BJC										
CONTRACTORS PAY REQUEST										
LAKE MARY BOULEVARD PHASE III &										
EAST LAKE MARY BOULEVARD SEGMENT 1										
Job # 135										
Estimate #										
Closing Date										
Item N°	Bid Description	Units	Quantity	Unit Cost	Total	Total Qty To Date	Total Amount	quantity change	dollar change	reasons
871-1-400	ACTUATED SS CONTROLLER ASSEM (MOD)	AS	3.000	\$10,554.00	\$31,662.00	3.000	\$31,662.00	0.000	\$0.00	
884-14	SYSTEM COMM (MULTI PAIR CABLE)	EA	8265.000	\$5.03	\$41,572.95	18522.000	\$83,105.66	8257.000	\$41,532.71	
690-10	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	EA	18.000	\$27.85	\$497.70	18.000	\$442.40	-2.000	(\$55.30)	
690-20	REMOVE PEDESTRAIN ASSEMBLY	EA	6.000	\$27.85	\$165.90	4.000	\$110.80	-2.000	(\$55.30)	
690-30	REMOVE POLES	EA	6.000	\$830.00	\$4,980.00	8.000	\$6,840.00	2.000	\$1,660.00	
690-31	REMOVE SIGNAL PEDESTAL	EA	2.000	\$140.00	\$280.00	2.000	\$280.00	0.000	\$0.00	
690-50	REMOVE CONTROLLER ASSEMBLY	EA	1.000	\$166.00	\$166.00	3.000	\$498.00	2.000	\$332.00	
690-80	REMOVE SPAN WIRE ASSEMBLY	EA	3.000	\$200.00	\$600.00	3.000	\$600.00	0.000	\$0.00	
690-90	REMOVE CABLING & CONDUIT	PI	3.000	\$28.00	\$84.00	3.000	\$84.00	0.000	\$0.00	
690-100	REMOVE MISC SIGNAL EQUIPMENT	PI	3.000	\$28.00	\$84.00	3.000	\$84.00	0.000	\$0.00	
700-82	OVERHEAD SIGN SPAN WIRE MOUNTED	EA	1.000	\$420.00	\$420.00	1.000	\$420.00	0.000	\$0.00	
700-89-1	SIGN ELECTRICAL POWERED (INT ILLUM)	EA	10.000	\$1,698.00	\$16,980.00	10.000	\$16,980.00	0.000	(\$0.00)	
715-11-114	LUMINAIRE (ROADWAY) (SHOEBOX TYPE)	EA	6.000	\$891.30	\$4,147.80	6.000	\$4,147.80	0.000	\$0.00	
730-78-203	4" STEEL CASING (JACK & BORE)	LF	60.000	\$33.18	\$1,990.80	60.000	\$1,990.80	0.000	\$0.00	
					\$423,663.98		\$517,500.72		\$93,536.74	
	SIGNING AND PAVEMENT MARKING ITEMS									

SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS

PURCHASING DIVISION
(407) 665-7113

1101 E. First Street
Sanford, FL 32771
Original

Contract No: FC-1159-01/BJC Initiation Date: March 11, 2002 Contract Date: March 05, 2002
Change Order No: 7 Account No: 077515-56067000 Arch/Eng Proj. # PS-578-00/BJC
Contract For: Lake Mary Blvd Phase III and East Lake Mary Blvd.- Segments I, IIA

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

See Attached

REASON FOR CHANGE(S):

Please See Attached

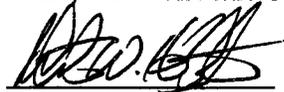
ORIGINAL CONTRACT SUM:..... \$ 7,993,947.35
CONTRACT SUM PRIOR TO THIS CHANGE ORDER..... \$ 11,842,645.31
CHANGE ORDER (Increase) (Decrease) (Unchanged)..... \$ 342,650.50
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE. ... \$ 12,185,295.81
INCREASED BY (18) CALENDAR DAYS
FINAL COMPLETION DATE THROUGH THIS CHANGE ORDER ... June 22, 2004

WAIVER: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between COUNTY and CONTRACTOR that the Change Order represents and equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR'S complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

ACKNOWLEDGEMENTS: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order, and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

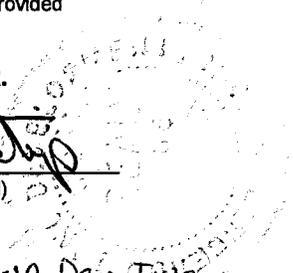
NOT VALID UNTIL SIGNED BY OWNER, ARCHITECT/ENGINEER AND CONTRACTOR.


PROJECT MANAGER


ARCHITECT/ENGINEER
Robert W. Heffington, P.E.


CONTRACTOR (Seal)

AB/WCG Joint Venture
1690 Tropic Park Drive
Sanford, FL 32773


BERGERDA LAND DEV, LLC
2710 MICHIGAN AVE
KISSIMMEE, FL 34744

PW/ENGINEERING
Dept/Div.
By: S. KRUG
Date: 6-28-04

Address
By:
Date: JUNE 23, 2004

Address
By: ERBERT ESTEP, GENERAL MANAGER
Date: 6-25-04

Approved as to form & legal sufficiency:

County Attorney

Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

CLERK OF THE CIRCUIT COURT
ATTEST:

CHAIRMAN

BCC APPROVAL DATE: _____

DATE: _____

LAKE MARY BLVD. - PHASE III
 EAST LAKE MARY BLVD.
 SEGMENTS I AND IIA
 FINAL CHANGE ORDER
 FINAL CONTRACT VALUE

	Approved	Actually Completed
Original Contract	\$ 7,993,947.35	\$ 7,667,903.73
Change Order No. 1	\$ 3,544,407.48	\$ 3,767,350.94
Change Order No. 2	\$ (13,845.89)	\$ 212,099.79
Change Order No. 3	\$ 187,007.72	\$ 184,922.72
Change Order No. 4	\$ 28,706.82	\$ 28,706.92
Change Order No. 5	\$ 86,637.16	\$ 24,338.48
Current Contract Amount	\$ 11,808,860.74	\$ 11,885,322.88
Over-Run / Under-Run Total		\$ 78,461.84
Change Order No. 6		
(Phase III and Segment I)		
Turn Lane at Rolling Hills		\$ 33,154.34
Additional Driveway on CR 427		\$ 9,667.68
Re-build of US 17-92 Bullnose		\$ 3,901.61
Shrubs in Pond 4 - Phase III		\$ 2,611.35
Six Mile Creek Guardrail Mods		\$ 2,381.67
Clean Existing Pipe		\$ 3,981.60
API from APAC		\$ 72,834.91
2.5% Adjustment for deletion of Landscaping		\$ 5,687.50
Change C.R. 427 signs to Ronald Reagan signs		\$ 2,105.38
Drainage Structures S-101, A1, A10 and A14 deleted after Contractor's order placement		\$ 3,605.09
Cleaning Box Culvert		\$ 20,692.44
Tree Trimming		\$ 2,989.20
Re-grade and Sod Pond 2		\$ 11,410.51
Field Office (pro-rated)	36 of 50 days	\$ 3,157.91
Change Order No. 2 Over-Runs		\$ 225,945.68
Change Order No. 5 Under-Run		\$ (42,298.68)
Original Contract Under-Run		\$ (326,043.62)
Final Change Order No. 6		\$ 36,784.67
Change Order No. 7		
(Segment IIA)		
Additional R.O.W. Survey - (no Bid Item in original Change Order No. 1)		\$ 5,183.85
Final Unsuitable Issue		\$ 22,494.66
Pads for Electrical Boxes		\$ 267.03
Relocation of Controller		\$ 10,554.00
Count Station		\$ 12,857.04
Interconnect conduit - south side from Airport Entrance Road to Brisson		\$ 2,500.00
API from APAC		\$ 17,376.31
NTP adjustments		\$ 43,860.40
Object Marker Signs		\$ 3,280.00
Barrels and signs for FPL		\$ 983.18
Airport Sign (Fausnight)		\$ 1,207.50
Field Office (pro-rated)	14 of 50 days	\$ 1,228.07
Change Order No. 1 Over-Runs		\$ 222,943.46
Change Order No. 3 Under-Run		\$ (2,085.00)
Final Change Order No. 7		\$ 342,860.50
Total Contract Value		\$ 12,185,296.81

**ADDITIONAL CALENDAR DAYS
FOR
CHANGE ORDERS 6 AND 7
LAKE MARY BLVD - PHASE III
EAST LAKE MARY BLVD - SEGMENTS I AND IIA**

Additional Days for Final Change Order		
Item	Number of Work Days	Change Order No.
Re-built median on US 17-92	7	6
Turn Lane - Rolling Hills	14	6
Re-grade Pond 2	5	6
Clean Box Culvert	10	6
	36	
Multiplier for Calendar Days	1.3	
Calendar Days	46.8	
Additional Calendar Days for Change Order No. 6	47	
Survey R.O.W. - Segment IIA	9	7
Relocater Controller	5	7
	14	
Multiplier for Calendar Days	1.3	
Calendar Days	18.2	
Additional Calendar Days for Change Order No. 7	18	

**PREPARED BY
AB/WCG JOINT VENTURE**

ADDITIONAL FIELD OFFICE COSTS
FOR
CHANGE ORDERS 6 AND 7
LAKE MARY BLVD - PHASE III
EAST LAKE MARY BLVD - SEGMENTS I AND IIA

ADDITIONAL FIELD OFFICE COSTS	
Item	Days
Original Contract	580
Change Order No. 1	180
	760
March 11, 2002 through June 22, 2004	834
Extra Days of Field Office	74
Cost per day	\$59.27
Total Cost	\$4,385.98
Pro-rated Change Order 6	\$3,157.91
Pro-rated Change Order 7	\$1,228.07

PREPARED BY
AB/WCG JOINT VENTURE

CHANGE ORDER NO. 2
LAKE MARY BLVD. - PHASE III
EAST LAKE MARY BLVD - SEGMENT I

Item	Reason for Change	Unit	Total - Original Change Order	Unit Cost	Quantity Actually Completed	Total - Actually Completed	Difference (Actual vs. Original)
4" Irrigation Sleeves	Added by request from County	L.F.	\$ 10,931.67	\$ 7.81	5,026	\$ 39,253.06	\$28,321.39
10" Irrigation Sleeves	Added by request from County	L.F.	\$ 18,479.56	\$ 13.20	4,994	\$ 65,920.80	\$47,441.24
Pole Removal	Not shown on the Construction Plans for Signalization - in the area of S.R. 417 R.O.W. Limits	Each	\$ 4,197.72	\$ 699.62	7	\$ 4,897.34	\$ 699.62
Value Engineering Change Proposal	Deduct Sand Cement RipRap - 579 tons @ \$ 242.67 / ton	Ton	\$ (140,505.93)	\$(140,505.93)	1	\$(140,505.93)	\$ -
(per General Conditions 00800)	Add Rubble Rip-Rap - 579 tons @ \$78.75 / ton	Ton	\$ 45,596.25	\$ 78.75	693	\$ 54,573.75	\$ 8,977.50
(Section 16)	Savings to County - \$94,909.68 @ 50%	L.S.	\$ 47,454.84	\$ 47,454.84	1	\$ 47,454.84	\$ -
	Total Change		\$ (13,845.89)			\$ 71,593.86	\$85,439.75
						\$(140,505.93)	
						\$ 212,099.79	

**CHANGE ORDER NO. 3
LAKE MARY BLVD. - PHASE III
EAST LAKE MARY BLVD - SEGMENT I**

Item	Reason for Change	Quantity	Unit	Unit Price	Total
Mobilization	SJRWMD-Permit Requirement	1	L.S.	\$ 21,226.72	\$ 21,226.72
Clear, Fill and Grade Ditch	SJRWMD Permit Requirement	2900	L.F.	\$ 52.57	\$ 152,453.00
Silt Fence	SJRWMD Permit Requirement	800	L.F.	\$ 1.71	\$ 1,368.00
Turbidity Barrier	SJRWMD Permit Requirement	800	L.F.	\$ 6.95	\$ 5,560.00
Seed and Much	SJRWMD Permit Requirement	16000	S.Y.	\$ 0.40	\$ 6,400.00
	Total Change				\$ 187,007.72

**CHANGE ORDER NO. 4
BERGERON LAND DEVELOPMENT
LAKE MARY BOULEVARD**

ITEM	REASON FOR CHANGE	AMOUNT
Trash in Pond B	Boat Debris found when Pond was excavated - not anticipated but uncovered once work began	\$ 15,389.87
Remove and Replace Curb at Sanford Avenue	Plan Coordination Error between Phase III and Segment 1 - constructed per plan but revised for smothth traffic movement	\$ 3,537.35
Clean Ditch and Use of Vac Truck	Requested by Seminole County to facilitate proper drainage in front of SEI	\$ 6,712.05
Disposal of Structures S-101 and S-108	Structures were deleted from the project and needed to be disposed of	\$ 3,067.65
	Total	\$ 28,706.92

**CHANGE ORDER NO. 5
BERGERON LAND DEVELOPMENT
LAKE MARY BOULEVARD**

ITEM	REASON	TOTAL - Original Change Order	Unit	Unit Cost	Quantity Actually Completed	Total - Actually Completed	Difference (Actual vs. Original)
Fence around Pond 4	The existing fence was removed along Lake Mary Blvd to excavate the Pond; new fence was used to replace the existing fence	\$ 2,310.00	L.S.	\$2,310.00	1	\$ 2,310.00	\$ -
Wood Fence Replacement - Sta 78+00 - Left Roadway	Field Adjustment to construct a 6' sidewalk in the available area; fence was removed and replaced in like kind	\$ 1,348.02	L.S.	\$1,348.02	1	\$ 1,348.02	\$ -
Modifications to S-CD2	Modifications (extension of double MES) were needed to allow for Utility Strip, 5' sidewalk and backslope	\$ 2,538.94	L.S.	\$2,538.94	1	\$ 2,538.94	\$ -
Modifications to MH OB-4	Modifications needed once manhole was adjusted to miss City of Sanford utilities	\$ 221.70	L.S.	\$ 221.70	1	\$ 221.70	\$ -
Concrete Removal at drive on South Mellonville Road	Unforeseen conditions - encountered a large mass of concrete when grading for a driveway on Mellonville Road	\$ 621.22	L.S.	\$ 621.22	1	\$ 621.22	\$ -
Modifications to existing structure - east side of South Mellonville Road	Site Condition - Removal of existing MES and tie into existing piping to new structure	\$ 606.13	L.S.	\$ 606.13	1	\$ 606.13	\$ -
Additional repairs and adjustments to irrigation system - Seminole County School Administration Building	Repairs required to construct driveway connection for the Seminole County School Administration building	\$ 3,359.30	L.S.	\$3,359.30	1	\$ 3,359.30	\$ -
Mowing Adjustment - adding 250 acres @ \$ 208 / acre	Increase in Plan Quantity	\$ 52,000.00	L.F.	\$ 208.00	44.95	\$ 9,349.60	\$ (42,650.40)
Water for grassing Adjustment - adding 95 MG @ \$ 38.23 / MG	Increase in Plan Quantity	\$ 3,631.85	MG	\$ 38.23	104.2	\$ 3,983.57	\$ 351.72
Total Change Order No. 5		\$ 66,637.16				\$ 24,338.48	\$ (42,298.68)

East Lake Mary Blvd./Segment IIA - Summary of Pay Items												
Seminole County Change Order # 1												
PS-0137												
CEI: AB/WCG (Joint Venture)												
CONTRACTOR: Bergeron Land Development												
										Total Contract Value		3,544,407.48
Item No.	Description	Unit	Quantity	Unit Cost	Previous Quantity	Total Qty To Date	Previous Amount	Total Amount	quantity change	dollar change	reasons	
101-1	Mobilization	LS	1.000	\$359,043.33	1.00	1.00	\$359,043.33	\$359,043.33	0.000	0.00		
102-1	Maintenance of Traffic	LS	1.000	\$58,906.26	1.00	1.00	\$58,906.27	\$58,906.27	0.000	0.01		
102-3	Commercial Material for Driveway Maintenance	CY	250.000	\$42.58	250.00	250.00	\$10,645.00	\$10,645.00	0.000	0.00		
104-4	Mowing	AC	4.100	\$208.00	2.00	2.00	\$416.00	\$416.00	(2.100)	(436.80)		
104-10	Baled Hay or Straw	EA	678.000	\$5.50	0.00	0.00	\$0.00	\$0.00	(678.000)	(3,729.00)		
104-12	Turbidity Barrier Staked	LF	800.000	\$9.90	590.00	590.00	\$5,841.00	\$5,841.00	(210.000)	(2,079.00)		
104-13	Silt Fence Staked	LF	11582.000	\$0.71	17,477.00	17,477.00	\$12,408.67	\$12,408.67	5895.000	4,185.45	Additional required by County per 605 WMO	
109-71	Field Office	LS	1.000	\$10,116.00	1.00	1.00	\$10,116.00	\$10,116.00	(0.000)	(0.00)		
110-1-1	Clearing and Grubbing	LS	1.000	\$126,315.31	1.00	1.00	\$126,315.31	\$126,315.31	0.000	0.00		
110-8	Plugging Water Wells (non-artesian)	PW	1.000	\$3,133.98	1.00	1.00	\$3,133.98	\$3,133.98	0.000	0.00		
110-7-1	Mailbox (furnish and install)	EA	1.000	\$70.73	0.00	0.00	\$0.00	\$0.00	(1.000)	(70.73)		
120-1	Regular Excavation	CY	53012.000	\$2.63	60,506.00	53,012.00	\$159,130.78	\$139,421.56	0.000	0.00		
120-4	Subsoil Excavation	CY	5918.000	\$4.29	16,915.65	16,915.65	\$72,568.14	\$72,568.14	10997.650	47,179.92	Site conditions encountered required more than contract quantity	
120-6	Embankment	CY	163885.000	\$4.53	170,928.00	174,753.00	\$774,303.84	\$791,631.09	10868.000	49,232.04	Site conditions encountered required more than contract quantity	
160-4	Type B Stabilization	SY	48088.000	\$1.96	51,342.70	51,342.70	\$100,631.69	\$100,631.69	3254.700	6,379.21	Stabilizer bags found during not included in Plan Quantity	
285-701	Optional Base (Group 01)	SY	228.000	\$10.52	228.00	228.00	\$2,398.56	\$2,398.56	0.000	0.00		
285-711	Optional Base (Group 11)	SY	41752.000	\$9.80	43,832.00	44,562.53	\$429,553.60	\$436,712.80	2810.530	27,543.20	Additional needed beginning of Old where ABC was stopped	
300-1-3	Bituminous Material (Tack Coat)	GA	3336.800	\$1.09	3,466.80	3,466.80	\$3,778.81	\$3,778.81	130.000	141.70	Contract quantity under-estimated	
331-X	Type S Asphaltic Concrete (1.5")	SY	248.000	\$6.77	2,543.50	2,543.50	\$17,219.50	\$17,219.50	2295.500	15,540.54	Additional required for modifications of frontage Road (CIP details)	
331-72-34	Type S Asphaltic Concrete (3.5")	SY	41710.000	\$8.01	41,664.25	42,378.49	\$333,730.64	\$339,451.70	668.490	5,354.80	Additional required for additional increase determined with Corings	
337-7-3	Asphaltic Concrete Friction Course (FC-3)(110 LB/SY)	SY	44012.000	\$3.43	44,001.30	44,001.30	\$150,924.46	\$150,924.46	(10.700)	(36.70)		
425-1-311	Inlets (Curb Type P-1) <10'	EA	32.000	\$2,853.57	32.00	32.00	\$91,314.24	\$91,314.24	0.000	0.00		
425-1-321	Inlets (Curb Type P-2) <10'	EA	6.000	\$2,802.00	6.00	6.00	\$16,812.00	\$16,812.00	0.000	0.00		
425-1-341	Inlets (Curb Type P-4) <10'	EA	1.000	\$2,817.39	1.00	1.00	\$2,817.39	\$2,817.39	0.000	0.00		

East Lake Mary Blvd./Segment IIA - Summary of Pay Items

Seminole County Change Order # 1

PS-0137

CEI: ABWCG (Joint Venture)

CONTRACTOR: Bergeron Land Development

Total Contract Value 3,544,407.48

Item No.	Description	Unit	Quantity	Unit Cost	Previous Quantity	Total Qty To Date	Previous Amount	Total Amount	quantity change	dollar change	reasons
425-1-351	Inlets (Curb Type P-5) <10'	EA	1.000	\$2,261.00	3.00	3.00	\$6,783.00	\$6,783.00	2.000	4,522.00	Added to Item changed to 2016 R.O. (removed)
425-1-411	Inlets (Curb Type J-1) <10'	EA	5.000	\$3,442.49	5.00	5.00	\$17,212.45	\$17,212.45	0.000	0.00	
425-1-421	Inlets (Curb Type J-2) <10'	EA	2.000	\$3,410.11	2.00	2.00	\$6,820.22	\$6,820.22	0.000	0.00	
425-1-471	Inlets (Curb Type P-7) <10'	EA	1.000	\$3,272.33	1.00	1.00	\$3,272.33	\$3,272.33	0.000	0.00	
425-1-521	Inlets (DT Bot Type C) <10'	EA	3.000	\$1,255.00	1.00	1.00	\$1,255.00	\$1,255.00	(2.000)	(2,510.00)	
425-1-531	Inlets (DT Bot Type C Mod.) <10'	EA	1.000	\$3,069.50	2.00	2.00	\$6,139.00	\$6,139.00	1.000	3,069.50	
425-2-41	Manholes (Type P-7) <10'	EA	5.000	\$1,700.00	5.00	5.00	\$8,500.00	\$8,500.00	0.000	0.00	
430-11-323	Concrete Pipe Culvert(Storm Sewer)(Class III)15"	LF	346.000	\$44.59	345.00	345.00	\$15,383.55	\$15,383.55	(1.000)	(44.59)	
430-11-325	Concrete Pipe Culvert(Storm Sewer)(Class III)18"	LF	2584.000	\$33.46	2,567.00	2,567.00	\$85,891.82	\$85,891.82	(17.000)	(568.82)	
430-11-329	Concrete Pipe Culvert(Storm Sewer)(Class III)24"	LF	1701.000	\$38.50	1,573.00	1,573.00	\$60,560.50	\$60,560.50	(128.000)	(4,928.00)	
430-11-333	Concrete Pipe Culvert(Storm Sewer)(Class III)30"	LF	1673.000	\$45.35	1,892.00	1,892.00	\$85,802.20	\$85,802.20	219.000	9,931.65	
430-11-338	Concrete Pipe Culvert(Storm Sewer)(Class III)36"	LF	339.000	\$57.64	207.00	207.00	\$11,931.48	\$11,931.48	(132.000)	(7,608.48)	
430-12-333	Concrete Pipe Culvert(Cross Drain)(Class III) 30"	LF	948.000	\$57.69	1,005.00	1,005.00	\$57,978.45	\$57,978.45	57.000	3,288.33	Contract quantity under estimated additional (57.000) @ (\$57.69) = (\$3,288.33)
430-12-338	Concrete Pipe Culvert(Cross Drain)(Class III) 36"	LF	640.000	\$65.28	656.00	656.00	\$42,823.68	\$42,823.68	16.000	1,044.48	Contract quantity under estimated additional (16.000) @ (\$65.28)
430-984-225	Mitered End Section (Concrete Pipe Round) 18"	EA	3.000	\$639.00	4.00	4.00	\$2,556.00	\$2,556.00	1.000	639.00	Contract quantity under estimated additional (1.000) @ (\$639.00)
430-984-229	Mitered End Section (Concrete Pipe Round) 24"	EA	1.000	\$696.00	1.00	1.00	\$696.00	\$696.00	0.000	0.00	
430-984-233	Mitered End Section (Concrete Pipe Round) 30"	EA	14.000	\$975.00	14.00	14.00	\$13,650.00	\$13,650.00	0.000	0.00	
430-984-238	Mitered End Section (Concrete Pipe Round) 36"	EA	5.000	\$1,251.00	5.00	5.00	\$6,255.00	\$6,255.00	0.000	0.00	
420-1-1	Concrete Curb and Gutter (Type F)	LF	11024.500	\$7.08	10,620.50	10,620.50	\$75,193.14	\$75,193.14	(404.000)	(2,860.32)	
420-1-7	Concrete Curb and Gutter (Type E)	LF	8171.300	\$6.84	8,077.50	8,077.50	\$55,250.10	\$55,250.10	(93.800)	(641.59)	
420-5-11	Concrete Traffic Separator (Type 1)(Option 1) 4.0'	LF	357.600	\$18.35	353.00	353.00	\$6,477.55	\$6,477.55	(4.600)	(84.41)	
420-5-16	Concrete Traffic Separator (Type 1)(Option 1) 8.5'	LF	240	\$26.27	240.00	240.00	\$6,304.80	\$6,304.80	0.000	0.00	

East Lake Mary Blvd./Segment IIA - Summary of Pay Items											
Seminole County		Change Order # 1									
PS-0137											
CEI: AB/WCG (Joint Venture)											
CONTRACTOR: Bergeron Land Development											
								Total Contract Value	3,544,407.48		
Item No.	Description	Unit	Quantity	Unit Cost	Previous Quantity	Total Qty To Date	Previous Amount	Total Amount	quantity change	dollar change	reasons
522-1	Concrete Sidewalk 4" Thick	SY	6280.200	\$13.65	6,367.60	6,367.60	\$86,917.74	\$86,917.74	87.400	1,193.01	Contract quantity under estimated & changes in starting location of sidewalk
522-2	Concrete Sidewalk 6" Thick	SY	56.800	\$28.24	89.90	89.90	\$2,538.78	\$2,538.78	33.100	934.74	Additional required for plan changes in starting location of sidewalk
530-70	Riprap (Rubble)	SY	241.000	\$9.07	258.00	258.00	\$2,340.06	\$2,340.06	17.000	154.19	Additional riprap for driveway for 10' x 10' area
570-2	Seeding & Mulching	SY	40610.200	\$0.31	5,398.20	5,398.20	\$1,673.44	\$1,673.44	(35212.000)	(10,915.72)	Additional mulch for driveway for 10' x 10' area
570-5	Fertilizer	TN	6.520	\$10.00	6.52	6.52	\$65.20	\$65.20	0.000	0.00	
570-9	Water for Grassing	MG	489.000	\$38.23	434.70	434.70	\$16,618.58	\$16,618.58	(54.300)	(2,075.89)	
575-1	Sodding	SY	38482.200	\$1.29	80,291.10	80,291.10	\$103,575.52	\$103,575.52	41808.900	53,933.48	County authorized additional sodding
SIGNALIZATION ITEMS							\$3,532,474.80	\$3,542,973.08		196,677.00	
620-1-1	Grounding Electrode (F&I)	LF	170.000	\$4.20	170.00	170.00	\$714.00	\$714.00	0.000	0.00	
630-1-12	Conduit (F&I) (Underground)	LF	4455.000	\$4.48	5,884.00	5,884.00	\$26,360.32	\$26,360.32	1429.000	6,401.92	Additional conduit for driveway
630-1-14	Conduit (F&I) (Underground - Jacked)	LF	300.000	\$8.45	70.00	70.00	\$591.50	\$591.50	(230.000)	(1,943.50)	
632-7-1	Cable Signal (F&I)	PI	1.000	\$3,682.43	1.00	1.00	\$3,682.43	\$3,682.43	0.000	0.00	
635-1-11	Pull and Junction Boxes (F&I)(Pull Box)	EA	14.000	\$261.91	22.00	22.00	\$5,762.02	\$5,762.02	8.000	2,095.28	Additional pull boxes for driveway
635-1-15	Pull and Junction Boxes (F&I) (Fiber Optics)	EA	15.000	\$746.56	13.00	13.00	\$9,705.28	\$9,705.28	(2.000)	(1,493.12)	
639-1-22	Electrical Power Service (Underground)	AS	1.000	\$783.50	1.00	1.00	\$783.50	\$783.50	0.000	0.00	
639-2-1	Electrical Service Wire (F&I)	LF	100.000	\$1.29	100.00	100.00	\$129.00	\$129.00	0.000	0.00	
649-145-012	Mast Arm Assembly (F&I) (Single Arm, Special)	EA	3.000	\$22,747.12	3.00	3.00	\$68,241.36	\$68,241.36	0.000	0.00	
650-51-311	Traffic Signal (F&I) (3 Section, 1 Way, 12"STD.)	AS	9.000	\$569.86	9.00	9.00	\$5,128.74	\$5,128.74	0.000	0.00	
653-111	Pedestrian Signals (F&I)(12" Incandescent)(1Way)	AS	4.000	\$374.96	4.00	4.00	\$1,499.84	\$1,499.84	0.000	0.00	
659-106	Signal Head Auxiliaries (F&I)(Tunnel Visor)	EA	27.000	\$1.46	27.00	27.00	\$39.42	\$39.42	0.000	0.00	
659-107	Signal Head Auxiliaries (F&I)(Aluminum Pedestal)	EA	2.000	\$702.91	2.00	2.00	\$1,405.82	\$1,405.82	0.000	0.00	
659-109	Conc. Pedestal Service Pole (Type II)	EA	1.000	\$696.19	1.00	1.00	\$696.19	\$696.19	0.000	0.00	
660-1-109	Inductive Loop Detector (F&I)(Type 9, 2 CH.,SS,RM)	EA	7.000	\$238.41	7.00	7.00	\$1,668.87	\$1,668.87	(0.000)	(0.00)	
660-1-110	Inductive Loop Detector (F&I)(Type 10, 2 CH.,SS,RM)	EA	1.000	\$238.41	1.00	1.00	\$238.41	\$238.41	0.000	0.00	
660-2-102	Loop Assembly (F&I)(Type B)(6' x 6')	AS	8.000	\$636.87	8.00	8.00	\$5,094.96	\$5,094.96	0.000	0.00	
660-2-106	Loop Assembly (F&I)(Type F)(6' x 40')	AS	6.000	\$1,031.98	6.00	6.00	\$6,191.88	\$6,191.88	0.000	0.00	
665-11	Pedestrian Detector (F&I) (Pole Mounted)	EA	4.000	\$106.33	4.00	4.00	\$425.32	\$425.32	0.000	0.00	

East Lake Mary Blvd./Segment IIA - Summary of Pay Items

Seminole County Change Order # 1

PS-0137

CEI: AB/WCG (Joint Venture)

CONTRACTOR: Bergeron Land Development

Total Contract Value 3,544,407.48

Item No.	Description	Unit	Quantity	Unit Cost	Previous Quantity	Total Qty To Date	Previous Amount	Total Amount	quantity change	dollar change	reasons
670-113-034	Actuated Solid State Controller Assembly (F&I)/NEM	AS	1.000	\$12,195.67	1.00	1.00	\$12,195.67	\$12,195.67	0.000	0.00	
881-104	System Software (F&I) (Data Base)	LS	1.000	\$746.58	1.00	1.00	\$746.58	\$746.58	0.000	0.00	
684-14	System Communications (F&I)(Fiber Optic Cable)	LF	2855.000	\$4.20	2,855.00	2,855.00	\$11,991.00	\$11,991.00	0.000	0.00	
885-127	System Auxiliaries (F&I)(Telephone Connection Box	EA	1.000	\$1,236.80	1.00	1.00	\$1,236.80	\$1,236.80	0.000	0.00	
885-128	System Auxiliaries (F&I)(Interface Panel)	EA	1.000	\$2,663.89	1.00	1.00	\$2,663.89	\$2,663.89	0.000	0.00	
885-140	System Auxiliaries (F&I)(Fiber Optic, Modulator/Demod	EA	1.000	\$641.35	1.00	1.00	\$641.35	\$641.35	(0.000)	(0.00)	
898-1-1	Internally Illuminated Street Name Sign	EA	3.000	\$1,321.87	3.00	3.00	\$3,965.60	\$3,965.60	(0.000)	(0.01)	
700-48-18	Sign Panel (F&I)1x15 SF or Less)	EA	1.000	\$382.79	1.00	1.00	\$382.79	\$382.79	0.000	0.00	
SIGNING AND PAVEMENT MARKING ITEMS							\$172,362.54	\$172,362.54		5,060.57	
700-40-1	Sign Single Post (Less than 12 sq. ft.)	AS	40.000	\$234.83	38.00	38.00	\$8,923.54	\$8,923.54	(2.000)	(469.66)	
700-48-11	Sign Existing (Remove, Single Post)	AS	12.000	\$43.69	12.00	12.00	\$524.28	\$524.28	0.000	0.00	
708-1-12	Reflective Pavement Marker (BI-DIR, Colorless/Red)	EA	336.000	\$3.11	336.00	336.00	\$1,044.96	\$1,044.96	0.000	0.00	
706-1-12	Reflective Pavement Marker (BI-DIR, Amber)	EA	77.000	\$3.11	77.00	77.00	\$239.47	\$239.47	0.000	0.00	
711-3	Pavement Messages (Thermoplastic)	EA	8.000	\$81.92	6.00	6.00	\$491.52	\$491.52	(2.000)	(163.84)	
711-4	Directional Arrows (Thermoplastic)	EA	33.000	\$36.04	40.00	40.00	\$1,441.60	\$1,441.60	7.000	252.28	
711-5-1	Guide Lines (Thermoplastic White)	LF	350.000	\$1.31	70.00	70.00	\$91.70	\$91.70	(280.000)	(366.80)	
711-31	Traffic Stripe Sklp (Thermoplastic White)	GM	1.617	\$576.84	2.61	2.61	\$1,502.67	\$1,502.67	0.988	569.92	
711-35-81	Traffic Stripe Solid (Thermoplastic White)(8")	LF	1481.000	\$0.66	1,254.00	1,254.00	\$827.64	\$827.64	(227.000)	(149.82)	
711-35-121	Traffic Stripe Solid (Thermoplastic White)(12")	LF	564.000	\$1.09	983.00	983.00	\$1,071.47	\$1,071.47	419.000	456.71	
711-35-181	Traffic Stripe Solid (Thermoplastic White)(18")	LF	1004.000	\$1.64	669.00	669.00	\$1,097.16	\$1,097.16	(335.000)	(549.40)	
711-35-241	Traffic Stripe Solid (Thermoplastic White)(24")	LF	240.600	\$2.18	247.00	247.00	\$538.46	\$538.46	6.400	13.95	
711-38-81	Traffic Stripe Solid (Thermoplastic Yellow)(8")	LF	391.500	\$1.00	136.00	136.00	\$136.00	\$136.00	(255.500)	(255.50)	
711-38-181	Traffic Stripe Solid (Thermoplastic Yellow)(18")	LF	355.600	\$1.75	263.00	263.00	\$460.25	\$460.25	(92.600)	(162.05)	
711-37-81	Traffic Stripe Solid (Thermoplastic White)(6")	NM	4.095	\$1,615.75	3.82	3.82	\$6,170.55	\$6,170.55	(0.276)	(445.62)	
711-38-81	Traffic Stripe Solid (Thermoplastic Yellow)(6")	NM	2.155	\$1,846.26	3.85	3.85	\$7,104.41	\$7,104.41	1.693	3,126.09	

Additional authorized by County for area filled within Sanford Airport property

Additional authorized by County for area filled within Sanford Airport property

Additional authorized by County for area filled within Sanford Airport property

Additional authorized by County for area filled within Sanford Airport property

East Lake Mary Blvd./Segment IIA - Summary of Pay Items												
Seminole County		Change Order # 1										
PS-0137												
CEI: AB/WCG (Joint Venture)												
CONTRACTOR: Bergeron Land Development												
									Total Contract Value	3,544,407.48		
Item No.	Description	Unit	Quantity	Unit Cost	Previous Quantity	Total Qty To Date	Previous Amount	Total Amount	quantity change	dollar change	reasons	
741-70-111	TMS Vehicle Sensor (Class II) (F&I) (Type 1 H of L)	EA	0.000	\$1,587.22	7.00	7.00	\$11,110.54	\$11,110.54	7.000	11,110.54	None were shown in plans provided to Contractor for bidding shown in later set of plans.	
745-70-12	TMS Inductive Loop Assembly (F&I) (Two)	AS	0.000	\$691.30	7.00	7.00	\$4,839.10	\$4,839.10	7.000	4,839.10	None were shown in plans provided to Contractor for bidding shown in later set of plans.	
746-71-131	TMS Cabinet (F&I)(Type III Pedestal one)	EA	0.000	\$2,200.00	2.00	2.00	\$4,400.00	\$4,400.00	2.000	4,400.00	None were shown in plans provided to Contractor for bidding shown in later set of plans.	
							\$52,015.32	\$52,015.32	22,205.89			
							Previous	Current				
							\$3,756,852.65	\$3,767,350.94	222,943.46			

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____

BERGERON LAND DEVELOPMENT INC.

on the job of **SEMINOLE COUNTY BCC** to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 24 2004

Lienor's Name: All Sunshine Crane Rental

Address 2093 Apple Ln Blvd

Apple FL 32703

Phone (407) 880-2282

By Danny C. Reeves

Printed Name DANNY C. REEVES

Title General Manager

State Of Florida

County Of Orange

Sworn to and Subscribed before me this 24th day of May 2004

Carolyn Maxwell
Notary Public



CAROLYN P. MAXWELL
MY COMMISSION # DD 317786
EXPIRES: May 10, 2008
Bonded Thru Budget Notary Services

Personally Know to me or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

2112-0645

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 a lien for labor, services or materials invoiced to C D S SITEWORK & TRUCKING INC on the job of SEMINOLE COUNTY (owner), to the following described property:

LAKE MARY, FLORIDA, "LAKE MARY BOULEVARD - PHASE III AND EAST LAKE MARY BOULEVARD SEGMENT 1", CONTRACT NUMBER FC-1159-01/BJC, BOND NUMBER 21BCSAU8054, SEMINOLE COUNTY, FLORIDA.

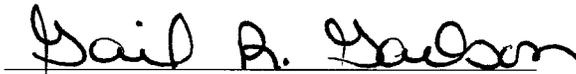
DATED on JULY 25, 2002

AMERISTEEL
P O BOX 31328
TAMPA FL 33631

By: 
Lien Release Supervisor

Sworn to and subscribed before me this JULY 25, 2002




Signature of Notary Public
Commissioned State of Florida

Print, Type or Stamp
Name of Notary Public

Personally Known XX OR, Produced Identification N/A

Type of Identification Produced N/A

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes 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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars _____ \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 24, 2004

Lienor's Name: Bedrock Resources
Address _____

Phone _____

By Brenda Scheibly
Printed Name BRENDA SCHEIBLY
Title AUTHORIZED COMPANY REPRESENTATIVE

State Of Florida
County Of Marion

Sworn to and Subscribed before me this 24th day of May 2004

Amanda H. Dennard
Notary Public



Amanda H. Dennard
MY COMMISSION # DD075715 EXPIRES
December 6, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Personally Know to me or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

RECEIVED MAY 27 2004

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 25th 2004

Lienor's Name: Bishop and Buttrey
Address 6239 Edgewater Dr., Suite D-1
Orlando, FL 32810
Phone (407) 296-0016
By *Vic McCall*
Printed Name Vic McCall
Title General Manager

State Of Florida
County Of Orange

Sworn to and Subscribed before me this 25th day of May 2004

Elsbeth M Day
Notary Public

 Elspeth M Day
My Commission No. 00222009XXXX or Produced Identification N/A/
Expires June 11 2007
Identification N/A

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

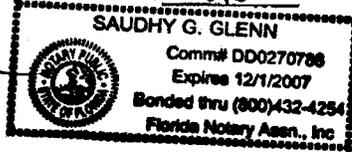
Dated on May 25 2004

Lienor's Name: Briggs Equipment
Address 9601 Boggy Creek Rd
Phone 407-859-1050
By [Signature]
Printed Name Roger Fisher
Title BRANCH MANAGER

State Of Florida
County Of ORANGE

Sworn to and Subscribed before me this 25 day of May 2004

[Signature]
Notary Public



Personally Know to me X or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on June 1 2004

Lienor's Name: CDS Sitework & Trucking Inc.

Address: 12601 County Road 545
Winter Garden FL 34787

Phone: 407-239-4505

By: [Signature]
Printed Name: Jose Cantero

Title: _____

State Of Florida

County Of Orange

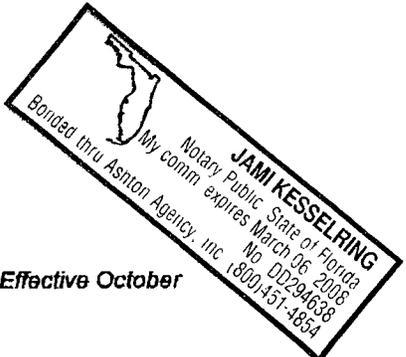
Sworn to and Subscribed before me this 1st day of June 2004

Jani B. Kesselring
Notary Public

Personally Know to me or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.



RECEIVED JUN 1 2004

August 22, 2002

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

The undersigned lienor, in consideration of the sum of \$10.00 and other valuable considerations, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CDS Sitework & Trucking, Inc., on the job of **Seminole County BBC**, to the following property:

Lake Mary Boulevard - Phase III and East Lake Mary Blvd - Segment I Bld Job #135

Dated on **August 22, 2002**.

Lienors Name: **Cemex, Inc. and/or
Cemex Const. Materials**
Address: **P.O. Box 31325, Tampa,
Florida 33631-3325**

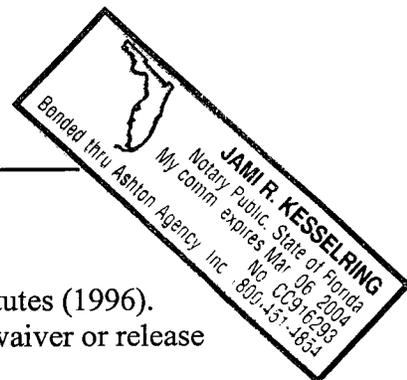
By: Michelle Johnson
Printed Name: **Michelle Johnson**

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this **22nd** day of **August, 2002** by Michelle Johnson, who is personally known to me or has produced FDL as identification.

Jami R. Kesselring
Notary Signature

3-6-04
My commission expires



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

MAY-28-2004 11:23

BERGERON

P.04/04

WAIVER AND RELEASE OF LIEN OR BOND UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on 5/28 2004

Lienor's Name: Cemex
Address _____
Phone _____
By _____
Printed Name: Andrew M. Cox
Title: Credit Rep

State Of Florida
County Of Hillsborough

Sworn to and Subscribed before me this 28th day of May 2004

Dana R. Cary
Notary Public



Personally Know to me X or Produced Identification _____
Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00/100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on 5/25 2004

Lienor's Name: Central FL Aggregate

Address PO Box 1069

Coleman, FL 33521

Phone 352-748-3482

By Sue Cordle

Printed Name Sue Cordle

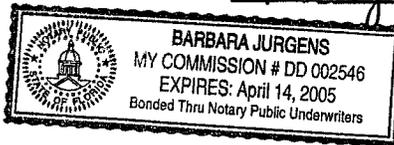
Title Office mgr

State Of Florida

County Of Sumter

Sworn to and Subscribed before me this 25 day of May 2004

Barbara Jurgens
Notary Public



Personally Know to me or Produced Identification

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars _____ \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of _____ SEMINOLE COUNTY BCC _____ to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

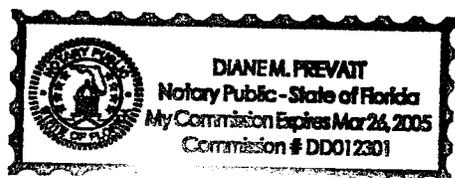
Dated on May 25, 2004

Lienor's Name: Contractor Equipment Rental
Address: 7616 Norcross Rd
Orlando Florida 32822
Phone: 407-384-8200
By: W. Schultz
Printed Name: William C Schultz
Title: Director of Marketing

State Of Florida
County Of Orange

Sworn to and Subscribed before me this 25 day of May, 2004

Diane M. Prevatt
Notary Public



Personally Know to me or Produced identification _____
Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 27 2004

Lienor's Name: Dura Stress Underground

Address 11132 County Road 44 East
Leesburg, FL 34788

Phone _____

By _____

Printed Name Anthony Miller

Title General Manager

State Of Florida

County Of Lake

Sworn to and Subscribed before me this

27th day of May 2004

Robin L. Ward
Notary Public



Robin L. Ward
Commission #DD198405
Expires: Mar 30, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Personally Know to me X or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 28, 2004 2004

Lienor's Name: Sock It Dewatering
Address: PO Box 0189
Sorrento, FL 32776
Phone: 407-889-4445
By: [Signature]
Printed Name: Larry M. Everly, Sr.
Title: President

State Of Florida
County Of Lake

Sworn to and Subscribed before me this 28 day of May 2004

[Signature]
Notary Public



Linda H. Purkis
Commission # DD 000709
Expires Feb. 11, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Personally Know to me X or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

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 **Utility Systems Construction Inc.** on the job of **Lake Mary Blvd**, to the following described property:

Lake Mary Blvd
Lake Mary, FL

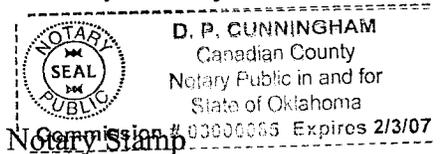
Description of Labor and/or Materials Furnished: Rented Construction Equipment

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

By: Christy Moore
Christy Moore
Lien Release Clerk

Date: May 26, 2004

SWORN to and SUBSCRIBED before me by Christy Moore who is personally known to me this 26th day of May 2004.



D. P. Cunningham
Notary Public

Account# 2781357

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

RETURN TO:
United Signs & Signals, Inc.
28248 County Road 561
Tavares, Florida 32778

109405

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 a lien for labor, services or materials furnished to
United Signs and Signals, Inc. On the job of Bergeron Land Dev of CF Inc to the following described
property:

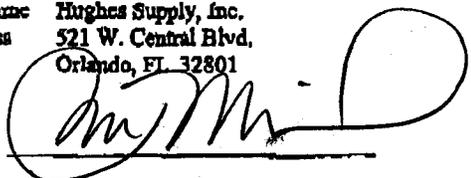
Project Name: Lake Mary Blvd Phase III
County: Seminole
Job No: 2210

FOR MAT'L SUPPLIED ONLY TO UNITED SIGNS & SIGNALS

Dated on: 5/26/04

Lienor's Name Hughes Supply, Inc.
And Address 521 W. Central Blvd.
Orlando, FL 32801

State of FLORIDA

By: 

County of ORANGE

Printed Name: JASON M WILSON / LIEN RELEASE SPV.

The individual who has before me signed the foregoing Affidavit and Release on the date shown, being
first duly sworn, deposes and says that he is authorized to execute the foregoing on behalf of the said firm
and that the statements contained herein are true.

Sworn to before me the undersigned authority this, the 26 day of MAY, 2004
Who is personally known to me or who has produced N/A
as identification.


Notary Public



Errol C. Campbell
MY COMMISSION # DD061990
November 5, 2005
BONDED THRU TROY FAIN INSURANCE, INC.
Commission # _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1995). Effective October 1, 1996, a person may not
require a licensee to furnish a waiver or release of lien that is different from the statutory form.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 21, 2004

Lienor's Name: Independence Recycling

Address 16950 Indy Dr.
Ft. Myers, Fl. 33912

Phone 939-437-8111

By Darcy Avenarius
Printed Name DARCY Avenarius
Title Assistant Manager

State Of Florida
County Of Lee

Sworn to and Subscribed before me this 21 day of May 2004

Linda E. Slawson
Notary Public



Personally Know to me _____ or Produced Identification
Identification FL DL

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

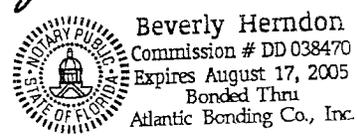
Dated on May 25 2004

Lienor's Name: Linder Industrial Machinery
 Address: 1601 S Frontage Rd
Plant City FL 33503
 Phone: 813-754-1227
 By: SE Stewart
 Printed Name: Sharon Stewart
 Title: Corporate Credit Manager

State Of Florida
County Of Hillsborough

Sworn to and Subscribed before me this 25th day of May 2004

Beverly Herndon
Notary Public



Personally Know to me or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of

Ten and 00/100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

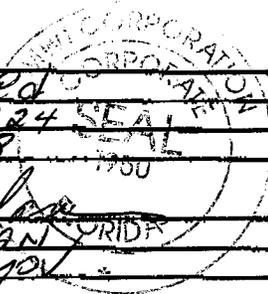
Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 25 2004

Lienor's Name: MWI Corp. Pump Rental Division
Address: 9337 Bachman Rd, ORLANDO, FL 32824
Phone: 407-854-3378
By: Harriet D. Nolan
Printed Name: HARRIET D. NOLAN
Title: Rental Office Supv.



State Of Florida
County Of Broward

Sworn to and Subscribed before me this 25 day of May 2004

Mary Kay Bennett
Notary Public

Personally Know to me or Produced Identification
Identification



Mary Kay Bennett
MY COMMISSION # DD139808 EXPIRES
August 6, 2006
BONDED THRU TROY FAIR INSURANCE, INC

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

RECEIVED
JUN - 2 2004
BY:

TOTAL P. 03

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on 5/27 2004

Lienor's Name: Midstate Dewatering

Address 10501 Durango Rd.

SOPRIS, FL 33075

Phone 813-885-0102

By John C. Watson, III

Printed Name John C. Watson, III

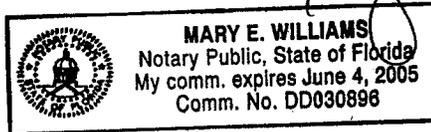
Title Pres.

State Of Florida

County Of Highlands

Sworn to and Subscribed before me this 27th day of May 2004

Mary E. Williams
Notary Public



Personally Know to me or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

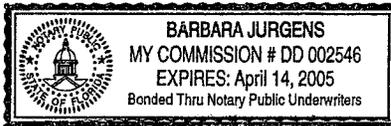
Dated on 5/25 2004

Lienor's Name: Patco Transport
Address: P.O. Box 2829
Belleview, FL 34421
Phone: 352-748-3482
By: Sue Cordle
Printed Name: Sue Cordle
Title: office mgr

State Of Florida
County Of Sumter

Sworn to and Subscribed before me this 25 day of May 2004

Barbara Jurgens
Notary Public



Personally Know to me or Produced Identification _____
Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1998). 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.

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.
on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.
Phase III and East Lake Mary Blvd. Segment 1
Seminole County Florida

Dated on _____ 2004

Lienor's Name: Powertrac Machinery
Address _____
Phone _____
By [Signature]
Printed Name _____
Title _____

State Of Florida
County Of Miami-Dade

Sworn to and Subscribed before me this 9 day of June 2004

[Signature]
Notary Public

ROBERT UDEASON
Personally Know to me _____ or Produced Identification _____



Kim Greenberg
MY COMMISSION # DD253166 EXPIRES
January 26, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

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

3002868

11242813

The undersigned lienor, in consideration of the progress payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through **MARCH 19, 2004** to **BERGERON LAND DEVELOPMENT INC** to the following described project:

**LAKE MARY BLVD JOB PH III
MARQUETTE & E LAKE MARY BLVD
SANFORD, FLORIDA
SEMINOLE COUNTY**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified. This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

Dated on **MAY 17, 2004**

Lienor's Name RINKER MATERIALS of FLORIDA, INC.
Address 3626 Quadrangle Blvd Suite 200
Orlando, Florida 32817

By 

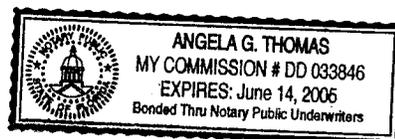
AUTHORIZED AGENT

Sworn to and subscribed before me this **17TH** day of **MAY, 2004**



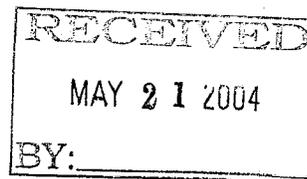
Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

KMC



RECEIVED
JUN 02, 2004
BY: *[Signature]*

WAIVER AND RELEASE OF LIEN
FINAL PAYMENT

3037560

11167077
11113753

2210

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 a lien for labor, services or materials furnished to **UNITED SIGNS & SIGNALS INC** to the following described property:

LAKE MARY BLVD PH 3
LAKE MARY, FLORIDA
SEMINOLE COUNTY

Dated on **MAY 28**, 2004

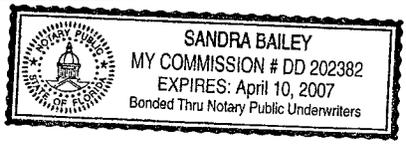
Lienor's Name RINKER MATERIALS of FLORIDA, INC.
Address 3626 Quadrangle Blvd Suite 200
Orlando, Florida 32817

By *Kelly Carter*
AUTHORIZED AGENT

Sworn to and subscribed before me this **28TH** day of **MAY**, 2004

[Signature]
Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

KMC



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

11041858

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 a lien for labor, services or materials invoiced to BERGERON LAND DEVELOPMENT INC on the job of SEMINOLE COUNTY (owner), to the following described property:

LAKE MARY, FLORIDA, "LAKE MARY BOULEVARD PHASE 2" CONTRACT NUMBER FC-1159-01/BJC, BOND NUMBER 21BCSAU8054, SEMINOLE COUNTY, FLORIDA.

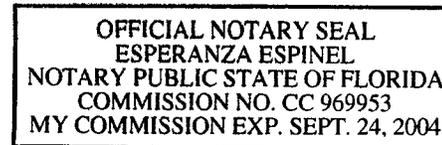
DATED on MAY 26, 2004

RINKER MATERIALS
D/B/A HYDRO CONDUIT CORP
ATTN:NANCY SHUBERT 800-881-1100
P O BOX 460
PINELLAS PARK FL 33780-0460

By: Veronica Alfonso
VERONICA ALFONSO
Region Credit Manager

Sworn to and subscribed before me this MAY 26, 2004

Esperanza Espinel
Signature of Notary Public
Commissioned State of FLorida



Print, Type or Stamp
Name of Notary Public

Personally Known XX OR, Produced Identification N/A

Type of Identification Produced N/A

NOTE: *This is a statutory form prescribed by Section 713.20, Florida Statutes 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.*

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3072819

11073006

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 a lien for labor, services or materials furnished to **UTILITY SYSTEMS CONSTRUCTION INC** to the following described property:

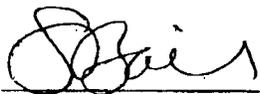
**LAKE MARY BLVD
SANFORD, FLORIDA
SEMINOLE COUNTY**

Dated on **JULY 1, 2003**

Lienor's Name: **RINKER MATERIALS of FLORIDA, INC.**
Address: **3626 Quadrangle Blvd, Suite 200
Orlando, FL 32817**

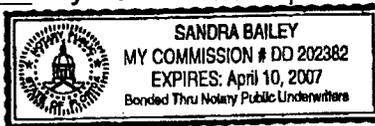
By  _____
JEFF MOYER

Sworn to and subscribed before me this 1ST day of **JULY**, 2003



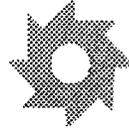
Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

JM



SUNBELT
RENTALS, INC.

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

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 **Utility Systems Construction** on the job of **Seminole County Board of County Commissioners** to the following described property:

**Road Work
Lake Mary Blvd
Seminole County Florida**

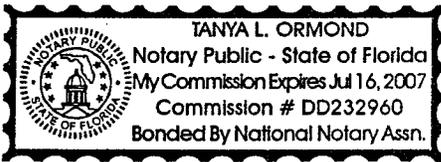
Dated on **May 28, 2004**

SUNBELT RENTALS, INC.

P. Uddo, CBA-rem

**Patricia L. Uddo, CBA and Regional Credit Mgr
Central Collections Orlando**

Sworn to and subscribed before me by **Patricia L. Uddo, CBA** who is personally known to me and who did not take an oath, this **28th** day of **May 04**.



Tanya L. Ormond

Florida Notary Public

NOTE: This is a statutory form prescribed by Section 713.20, FL Statutes (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.

**CENTRAL COLLECTIONS – ORLANDO
314 W. Landstreet Rd., Orlando, FL 32824
407-816-1591 Fax 407-816-6760**

RECORDED
MAY 26 2004
BY:

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned licnor, in consideration of the progress payment in the amount of Ten (\$10.00), hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to APAC-Southeast, Inc. (Customer) on the job of Seminole County BBC (Owner) to the following described property:

Lake Mary Blvd.
Phase III and Lake Mary Blvd. Segment 1
Seminole County, Florida

Dated on this 25th day of May, 2004.

Lienor's Name: Sunray Paving & Construction, Inc.
: P.O. Box 621358
Oviedo, Florida 32765

By: *Sherman E. Kerblan*
Printed Name:

State of Florida
County of *Seminole*

Sworn to and subscribed before me this 25th day of May 2004.

Johanna E. Spaniol
Notary Public
My Commission expires:

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1995). Effective October 1, 1996, a person may not require a licnor to furnish a waiver or release of lien that is different from the statutory form.

REC'D JUN 02 2004

WAIVER AND RELEASE OF LEIN

FINAL

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT \$10.00 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LEIN FOR LABOR, SERVICES OR MATERIAL FURNISHED ON THE JOB OF **Four Jays Landclearing Inc** FOR THE FOLLOWING DESCRIBED PROPERTY.

for the improvements of real property identified as LAKE MARY BLVD-PHASE 3 AND EAST LAKE MARY BLVD-SEGMENT 1 CONSTRUCTION PROJECT NO:135 LOCATED AND DESCRIBED AS LAKE MARY BLVD IN SEMINOLE COUNTY FLORIDA. LAKE MARY BLVD, PHASE III AND EAST LAKE MARY BLVD -SEGMENT 1, JOB NO:135 ROADWORK

under an order given by FOUR JAYS.

DATED ON June 1 2004

STATE : FLORIDA
COUNTY: ORANGE

MOTIVA DBA SHELL FUELING SVCS
FKA TAYLOR PETROLEUM

BY Teresa Wirth
TERESA WIRTH,
Florida Administrative Supervisor

SWORN TO AND SUBSCRIBED TO BEFORE ME
THIS 1 DAY OF June 2004

NOTARY PUBLIC Stephanie Gibson

MY COMMISSION EXPIRES :



FILED IN COUNTY OF ORANGE

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on May 25, 2004

Lienor's Name: Trench Shoring Services
Address: 481 THORPE RD.
ORLANDO, FL. 32824
Phone: 407-240-7040
By: [Signature]
Printed Name: JAL VASQUEZ
Title: MANAGER

State Of Florida
County Of Orange

Sworn to and Subscribed before me this 25th day of May 2004

Jean Hash Vasquez
Notary Public

 Jean Hash Vasquez
My Commission DD202072
Expires April 10, 2007

Personally Know to me or Produced Identification _____
Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

RECEIVED MAY 27 2004

WAIVER AND RELEASE OF LIEN OR BOND

UPON FINAL PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of

Ten and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on 26 May 2004

Lienor's Name: United Rentals Store 499
Address: 3925 John Mosby Highway
Chantilly, VA 20152
Phone: 703 327 0116
By: [Signature]
Printed Name: Reverie Jenkins
Title: Lien Administrator

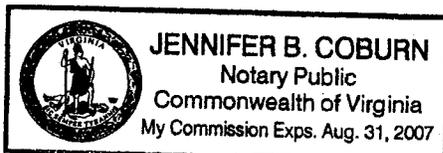
State Of Virginia
County Of Loudoun

Sworn to and Subscribed before me this 26 day of May 2004

[Signature]
Notary Public

Personally Know to me or Produced Identification _____
Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.



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

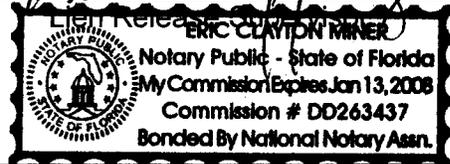
The undersigned lienor, in consideration of the sum of 0 CKNA hereby waives and releases its lien and right to claim a lien for labor, services or materials to: Utility Systems Const Inc
CUST# 766408 for the job to the following described property:

Lake Mary Road Job
Lake Mary, FL

Dated on May 25, 2004

Submitted by: **United Rentals North America**
12720 Metro Pkwy, Upstairs
Credit Department
Ft Myers, FL 33912

By: Frank Coffey



State of: **Florida**
County of: **Seminole**

Eric C. Miner

Notary Signature

Notary Stamp/Commission Expiration

Personally appeared before me Frank Coffey this 25 day of May, 2004, who being duly sworn on oath says that he/she is Lien Release Supervisor of United Rentals North America

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

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to _____ 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on 26 May 2004

Lienor's Name: United Rentals Store 691
Address: 43925 John Mosby Highway
Phone: Chantilly, VA 20152 703 327-0116
By [Signature]
Printed Name: Kerenek Jenkins
Title: Lien Administrator

State Of Virginia
County Of Loudoun

Sworn to and Subscribed before me this 26 day of May 2004

[Signature]
Notary Public

Personally Know to me or Produced Identification _____
Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (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.

 **JENNIFER B. COBURN**
Notary Public
Commonwealth of Virginia
My Commission Exps. Aug. 31, 2007

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____

Ten _____ and 00 /100 Dollars \$10.00

Hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to 04/30/04

BERGERON LAND DEVELOPMENT INC.

on the job of SEMINOLE COUNTY BCC to the following described property:

Lake Mary Blvd.

Phase III and East Lake Mary Blvd. Segment 1

Seminole County Florida

Dated on June 9 2004

Lienor's Name: Weaver Aggregate Transport

WEAVER Aggregate Transport Inc.
P.O. BOX 39
SUNTERVILLE, FLORIDA 33558

Address _____

Phone _____

By _____

Printed Name Murray M. Brown

Title General Manager

State Of Florida

County Of Suwannee

Sworn to and Subscribed before me this 9 day of June 2004

[Signature]
Notary Public



Personally Know to me or Produced Identification _____

Identification _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1998). Effective October 1, 1998, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

FINAL WAIVER OF LIEN

ACI: 3181

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Where as, the undersigned, Alford Construction, Inc. having contracted with BERGERON LAND DEVELOPMENT INC to furnish certain material and labor, more particularly described as: GUARDRAIL for the building owned by SEMINOLE COUNTY BOCC and located at: LAKE MARY BOULEVARD, SEMINOLE COUNTY, FLORIDA.

Now, therefore, undersigned, for the good and valuable consideration of \$1,072.50 the receipt of which is hereby acknowledged, hereby waives and releases in favor of SEMINOLE COUNTY BOCC the owner of the above described property, any and all lien, right of lien or claim of whatsoever kind or character on the above described building and real estate, on account of any and all labor, material, or both furnish for or incorporated into the building by the undersigned.

Signed, sealed and delivered this 28th day of JUNE, 2004

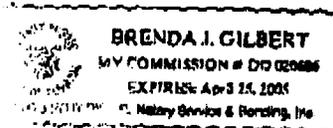
This is being sent to induce the above listed payment and shall become valid upon receipt of such payment.

Amy Holcomb
By Amy Holcomb, Credit Manager
Of Alford Construction, Inc

Personally appeared before me this 28th day of JUNE, 2004, Amy Holcomb who being duly sworn on oath, says that she is Credit Manager of Alford Construction, Inc. and that she hereby acknowledges the execution of the foregoing instrument for and on behalf of the corporation and at her special instance and request.

Brenda J. Gilbert
Notary Public State of Florida
(AFFIX SEAL)

My Commission Expires:



POWER OF ATTORNEY

THE HARTFORD

HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

<input checked="" type="checkbox"/> Hartford Fire Insurance Company	Twin City Fire Insurance Company <input type="checkbox"/>
<input checked="" type="checkbox"/> Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois <input type="checkbox"/>
<input checked="" type="checkbox"/> Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest <input type="checkbox"/>
<input type="checkbox"/> Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast <input type="checkbox"/>

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company*, *Hartford Accident and Indemnity Company* and *Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company*, *Twin City Fire Insurance Company* and *Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Robert M. Welsh, Laura D. Mosholder, Marian L. Elavsky, Gary W. Carpenter, Frank R. Chavez
of
Lake Mary, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 25th day of October, 2002, before me personally came Colleen Mastroianni, to me known, who being by me duly sworn, did depose and say: that she resides in the County of Hartford, State of Connecticut; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that she knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority.



CERTIFICATE

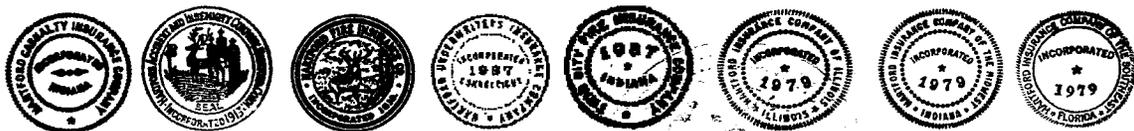
Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 28, 2004

Signed and sealed at the City of Hartford.



Yves Cantin

Yves Cantin, Assistant Vice President

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Bergeron Land Development, Inc., hereinafter referred to a "Principal" and Hartford Accident and Indemnity 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 \$ 12,185,295.81 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 FC-1159-01/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated October 30, 2001, 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 and to maintain 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 and maintain said 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

A+B FRONT END DOCUMENTS
LK Segment I

6/15/2001

FC-1159-01/BJC

00620-1

LKM Phase III and East

POWER OF ATTORNEY

THE HARTFORD
HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

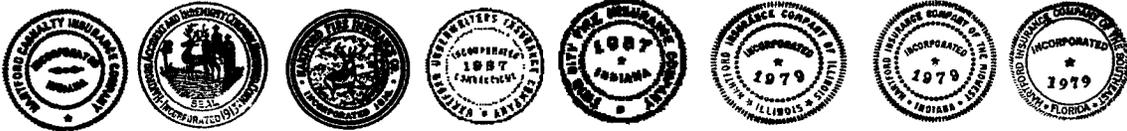
<input checked="" type="checkbox"/>	Hartford Fire Insurance Company	Twin City Fire Insurance Company	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest	<input type="checkbox"/>
<input type="checkbox"/>	Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast	<input type="checkbox"/>

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Robert M. Welsh, Laura D. Mosholder, Marian L. Elavsky, Gary W. Carpenter, Frank R. Chavez
of
Lake Mary, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 25th day of October, 2002, before me personally came Colleen Mastroianni, to me known, who being by me duly sworn, did depose and say: that she resides in the County of Hartford, State of Connecticut; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that she knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority.



CERTIFICATE

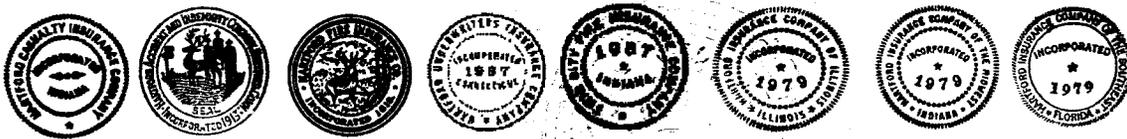
Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 28, 2004

Signed and sealed at the City of Hartford.



Yves Cantin

Yves Cantin, Assistant Vice President

CERTIFICATE OF ENGINEER

Agreement Title: E. LAKE MARY BLVD. PHASE III & SEG.I

County Contract No.: FC-1159-01/BJC

Agreement Date: _____

Project: _____

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: _____

CONTRACTOR's Notice to Proceed: 03/11/02

Days allowed by Agreement: 580

Extensions granted by C.O.: 254

Scheduled Completion Date: 06/22/04

Work began: 03/11/02

Project Substantially Completed: 04/02/04 5/22/04 *CJA*

Days to complete: 0

Underrun: 0

Overrun: 0

June 22, 2004
Date


Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: E. LAKE MARY BLVD. PHASE III & SEG. I

County Contract No: FC-1159-01/BJC

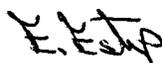
Project: LAKE MARY BLVD.

Contractor: BERGERON LAND DEVELOPMENT OF CENTRAL FL, INC.

Agreement for: _____ Agreement date: 10/30/01

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

To:  AB/WCG JOINT VENTURE
Engineer

To:  BERGERON LAND DEVELOPMENT
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: _____ JUNE 22, 2004

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON JUNE 22, 20 04

[Signature]
ENGINEER

BY: _____

CONTRACTOR accepts this certificate of Final Completion on JUNE 22^A, 20 04.

BERGERON LAND DEVELOPMENT OF CENTRAL FL, INC.

CONTRACTOR

BY: CARMINE J. RESTINO [Signature]

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: _____

CONTRACTOR'S RELEASE

East Lake Mary Blvd
Agreement Title: Phase III & Seg. I

County Contract No.: FC-1159-01/BJC

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 Elbert Estep who, being duly sworn and personally know to me, deposes and says that he/she is General Manager of Bergeron Land Dev., Inc., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on East Lake Mary Blvd. Phase III & Seg. I, located in Seminole County, Florida, dated the 30 day of October, 2001, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 12,185,295.01 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 1,559,772.98 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.

Elbert Estep
Affiant

State of Florida)
) ss
County of Osceola)

The foregoing instrument was acknowledged before me this 29th day of June, 2004, by Elbert Estep, who is personally known to me or who has produced _____ as identification.

Mary Howell
Signature

Print name: Mary Howell
Notary Public in and for the County and State Aforementioned



MARY HOWELL
Notary Public, State of Florida
My comm. expires July 31, 2006
Comm. No. DD 138086

My commission expires: 7/31/06

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: E. LAKE MARY BLVD. PHASE III & SEG. I

COUNTY Contract No. FC-1159-01/BJC

To: CONTRACTOR BERGERON LAND DEVELOPMENT OF CENTRAL FL, INC.

Project Manager CARMINE J. RESTINO

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on JUNE 22, 2004 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

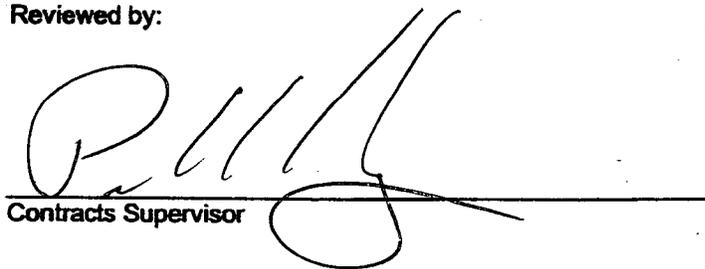
CONTRACTOR

BERGERON LAND DEVELOPMENT OF
CENTRAL FL, INC.


Contractor by CARMINE J. RESTINO


Engineer by

Reviewed by:


Contracts Supervisor

27 July 2004
Date