

**12. Accept the Certificate of Final Completion for CC-1201-03/BJC – Athletic Field Lighting Electrical Construction Project with M. Gay Constructors, Inc., Jacksonville (Certificate of Completion).**

CC-1201-03/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the athletic field lighting and electrical installation and provided a turn key operation for one (1) athletic multipurpose field at Sylvan Lake Park, Field "D" and four (4) baseball fields at Soldiers Creek Park. The scope also included the removal of the existing wooden poles on the baseball fields at Soldiers Creek and the installation of owner furnished Musco Lighting Structure System. The Contractor was responsible for furnishing and installing the underground wiring and new electrical service necessary for the project.

As of July 14, 2004, all work and documentation have been satisfactory completed. Library and Leisure Services/Parks and Recreation Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

### CERTIFICATE OF FINAL COMPLETION

Agreement Title: ATHLETIC FIELD LIGHTING ELECTRICAL  
CONSTRUCTION PROJECT

County Contract No: CC-1201/BJC

Project: INSTALL FIELD LIGHTS @ SYLVAN LAKE & SOLDIERS  
CREEK

Contractor: M. GAY CONSTRUCTORS

Agreement for: FIELD LIGHTS Agreement date: MAY 23, 03

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

To: NA  
Engineer

To: M. Gay Constructors  
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: 3/25/04

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 NA, 2004

ENGINEER

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

CONTRACTOR accepts this certificate of Final Completion on 8/6, 2004.

M. Gay Constructors  
CONTRACTOR

BY: [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 WAIVER OF LIEN (Final and Complete)

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

State of Florida County of Duval

Michael Gay, being duly sworn according to law, deposes and says that he is the president (Title of Office of M. Gay Constructors) CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Seminole County and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

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

[Signature]  
Signature of Affiant

President  
Title

State of FL  
County of Duval )  
  ) ss

The foregoing instrument was acknowledged before me this 14 day of July, 2004 by Michael Gay, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

MELISSA D. HUNSUCKER  
Notary Public, State of Florida  
My comm. exp. Aug. 18, 2006  
Comm. No. DD 143141  
Print name: \_\_\_\_\_  
Notary Public in and for the County and State Aforementioned

My commission expires: 8/18/06  
App. Q-1

CONSENT OF  
 SURETY COMPANY  
 TO FINAL PAYMENT  
 AIA DOCUMENT G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

BOND NO.: 31595  
 PROJECT: Athletic Lighting at Sylvan Lake Park Field and baseball fields at Soldier Creek Park

ARCHITECT'S PROJECT NO:  
 CONTRACT FOR: Athletic Lighting at Sylvan Lake Park Field and baseball fields at Soldier Creek Park

Contract Date:

CONTRACTOR M. Gay Constructors, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Nova Casualty Company  
 180 Oak Street  
 Buffalo, NY 14203

SURETY COMPANY,

on bond of (here insert name and address of contractor)

M. Gay Constructors, Inc.  
 P.O. Box 26249  
 Jacksonville, FL 32226

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

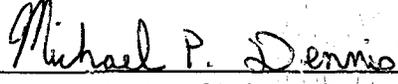
Seminole County  
 1101 East First Street  
 Sanford, FL 32771

, OWNER,

as set forth in the said Surety Company's bond.  
IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 12th day of April, 2004.

Nova Casualty Company  
 Surety Company

  
 Signature of Authorized Representative

Michael P. Dennis  
 Attorney-in-Fact  
 Title

WITNESS:  
 (Seal): 

NOTE: This Form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF NEW YORK

COUNTY OF ERIE

On this 12th day of April, 2004, before me appeared Michael P. Dennis to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the NOVA CASUALTY COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of the said corporation by the aforesaid officer, by authority of its Board of Directors; and aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

\_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL J. JASEK**  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires 5/31/04

**POWER OF ATTORNEY**

No. **49824**

**Know all men by these Presents**, that the **NOVA CASUALTY COMPANY**, a corporation of the State of New York, having its principal offices in the City of Buffalo, New York, does make, constitute and appoint  
**\*\*\* Michael P. Dennis \*\*\***

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

**\*\*\* NOT TO EXCEED Two Hundred Fifty Thousand Dollars (\$250,000.00) \*\*\***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **NOVA CASUALTY COMPANY** at a meeting duly called and held on the 18th day October, 1993:

"RESOLVED, that the President, and Vice President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company: the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In Witness Whereof, the **NOVA CASUALTY COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 21st day of October, 1993.

Attest:

**NOVA CASUALTY COMPANY**

*Harsha Acharya*

Harsha Acharya, Secretary



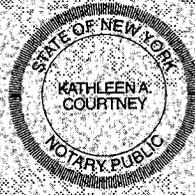
*Norman F. Ernst*

Norman F. Ernst, President

STATE OF NEW YORK }  
COUNTY OF ERIE }

On the 21st day of October, 1993, before me personally came Norman F. Ernst, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Erie, State of New York; that he is the President of **NOVA CASUALTY COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF NEW YORK }  
COUNTY OF ERIE }



*Kathleen A. Courtney*

Kathleen A. Courtney  
Notary Public, Erie Co., NY  
My Commission Expires July 25, 1994

**CERTIFICATE**

I, the undersigned, duly elected to the office stated below, now the incumbent in **NOVA CASUALTY COMPANY**, a New York Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and Sealed at the City of Buffalo. Dated the 12th day of April, 2004



*Christopher C. Hoover*

Christopher C. Hoover, Treasurer

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

Bond #MI2303

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE M. Gay Constructors, Inc., hereinafter referred to a "Principal" and Machinery Insurance Inc. \*, 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 \$ 6,940.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

\* AN ASSESSABLE MUTUAL INSURER

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1201-03/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated \_\_\_\_\_, 20\_\_\_\_, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

MAINTENANCE BOND

01/10/03

CC-1201-03/BJC

Athletic Field Lighting

00620-1

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 2nd  
day of August, 20 04.

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

M. GAY CONSTRUCTORS, INC. (SEAL)

Principal

By: William J. Gay Its: President  
(If a Corporation)

ATTEST: William J. Gay Its: Surety  
(If a Corporation)

Address:

P.O. DRAWER 41490  
JACKSONVILLE, FL 32203  
\_\_\_\_\_

MACHINERY INSURANCE INC.,  
AN ASSESSABLE MUTUAL INSURER (SEAL)

Surety

By: Mary Mulcahey  
Its: Attorney-in-Fact  
MARY MULCAHEY  
Phone No. (904) 353-3181

Fax No. (904) 353-5722

ATTEST: Luisa Montano

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

MAINTENANCE BOND

01/10/03

CC-1201-03/BJC

Athletic Field Lighting

00620-2

MACHINERY INSURANCE, INC.  
AN ASSESSABLE MUTUAL INSURER

GENERAL POWER OF ATTORNEY

Know by these Presents, that Machinery Insurance, Inc., An Assessable Mutual Insurer, organized pursuant to Chapter 627.6011 et.seq., Florida Statutes (1991) and filed with the Florida Department of Insurance, does hereby appoint

Fitzhugh K. Powell, Sr. – Fitzhugh K. Powell, Jr. – Stanley L. Storey – Robert T. Theus – Mary Mulcahey – Roger R. Hurst  
Individually of Jacksonville

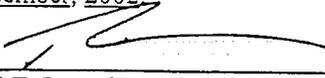
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, and shall apply to surety bonds or undertakings and other documents of similar character not to exceed:

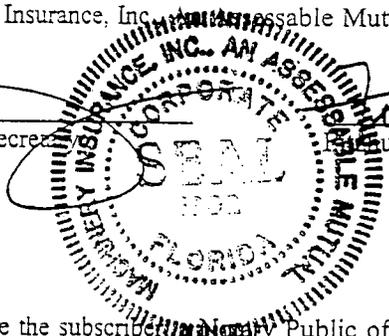
Two hundred fifty thousand dollars (\$250,000.00)

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following extract of the Minutes of a special meeting of the Board of Directors of the Company at a meeting duly called and held on October 13, 1992.

“Upon a motion duly made and carried, the following action was taken: Resolved, the Chairman, President or Secretary shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute, on behalf of the company, fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however, the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, Machinery Insurance, Inc., An Assessable Mutual Insurer, has executed and attested these presents this 20<sup>th</sup> day of December, 2002.

  
Ronald T. Roy, Chairman and Secretary  
  
Fitzhugh K. Powell, Sr., President and Treasurer



STATE OF FLORIDA  
CITY OF JACKSONVILLE

On this 30<sup>th</sup> day of October, 2000, before the undersigned Notary Public of the State of Florida, duly commissioned and qualified, came the above named Officers of Machinery Insurance, Inc., An Assessable Mutual Insurer to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Jacksonville, the day and year first above written.

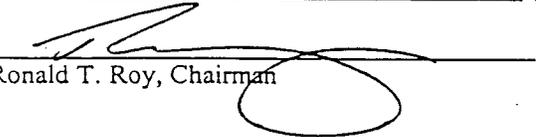
ROSEMARY G. KLEMMT  
Notary Public, State of Florida  
My comm. expires Aug. 16, 2005  
Comm. No. DD 044476

  
Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida Corporation, do hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this 2<sup>ND</sup> day of AUGUST, 2004.

  
Ronald T. Roy, Chairman

# ACORD<sup>TM</sup> INSURANCE SUPPLEMENT

AGENCY CECIL W. POWELL & COMPANY P.O. DRAWER 41490 JACKSONVILLE, FL 32203 CODE: SUB CODE:	APPLICANT/NAMED INSURED M. GAY CONSTRUCTORS, INC.	EFFECTIVE DATE 8/2/04
	COMPANY: MACHINERY INSURANCE INC. AN ASSESSABLE MUTUAL INSURER POLICY #: MT 2303	

## NOTICE - OFFER OF TERRORISM COVERAGE NOTICE - DISCLOSURE OF PREMIUM

The Terrorism Risk Insurance Act of 2002 establishes a program within the U.S. Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

In accordance with the Terrorism Risk Insurance Act of 2002, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program as an act of terrorism committed by an individual(s) acting on behalf of a foreign person or foreign interest. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

See the section of this Notice titled DISCLOSURE OF PREMIUM. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in such DISCLOSURE.

Failure to pay the premium by the due date will constitute rejection of the offer and your policy will be written to exclude the described coverage.

You may choose to reject the offer by signing the enclosed statement and returning it to us, and your policy will be written to exclude the described coverage.

### ENCLOSURE - REJECTION STATEMENT

I hereby reject the offer of terrorism coverage. I understand that an exclusion of certain terrorism losses will be made part of this policy.

\_\_\_\_\_  
Applicant's/Named Insured's Signature

\_\_\_\_\_  
Applicant's/Named Insured's Signature

\_\_\_\_\_  
Applicant's/Named Insured's Signature

### DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is \$ 0.

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Includes copyrighted material of Insurance Services Office Inc., with its permission.

### CONTRACTOR'S RELEASE

Agreement Title: \_\_\_\_\_ County Contract No.: \_\_\_\_\_

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 Michael Gay who, being duly sworn and personally know to me, deposes and says that he/she is president of M. Gay Const., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Sylvan Lake/Soldiers Creek located in Seminole County, Florida, dated the 14 day of JULY, 2004, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 6940<sup>00</sup> 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 \$ 6940<sup>00</sup> will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

State of FL )  
 County of Duval ) ss

[Signature]  
 Affiant

The foregoing instrument was acknowledged before me this 14 day of July, 2004 by Michael Gay, who is personally known to me or who has produced \_\_\_\_\_ as identification.

MELISSA D. HUNSUCKER  
 Notary Public, State of Florida  
 My comm. exp. Aug. 18, 2006  
 Comm. No. DD 143141

[Signature]  
 Signature

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

My commission expires: 8/18/06

### SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: ATHLETIC FIELD LIGHTING ELECTRICAL CONSTRUCTION PROJECT

COUNTY Contract No. CC-1201-03/BJC

To: CONTRACTOR M. GAY CONSTRUCTORS INC

Project Manager Jimmy Dawson

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 2/12/04 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

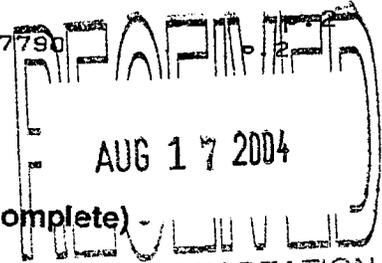
[Signature]  
Contractor by

NA  
Engineer by

Reviewed by:

[Signature]  
Contracts Supervisor

Aug 10 '04  
Date  
31 August 2004



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

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

State of GA County of DeKalb  
Chris Jones, being duly sworn according to law, deposes and says that he is  
the Acct Mgr (Title of Office of DE Supply)  
SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Seventh Courty and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor.

The Affiant further deposes and says:

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

Chris Jones  
Signature of Affiant

Acct Mgr  
Title

State of GA  
County of DeKalb

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July  
2004 by Chris Jones, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

Robert H. Lawson  
Signature

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



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

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

App. R-1

166808

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

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

State of Florida County of Orange  
Maria A. Lash <sup>she</sup> being duly sworn according to law, deposes and says that he is  
the Lien Release Supervisor (Title of Office of Hughes Supply Inc)  
SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
M Gray Constructors Inc and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor. Job: Sylvan Lake Park

The Affiant further deposes and says:

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

Maria A. Lash  
Signature of Affiant

Lien Release Supervisor  
Title

State of Florida }  
County of Orange } ss

For materials Supplied only to: M Gray Constructors I

The foregoing instrument was acknowledged before me this 18 day of May  
2004 by Maria A. Lash, who is personally known to me or who has  
produced N/A as identification.

Theresa A. Smith  
Signature



Theresa A. Smith  
MY COMMISSION # DD316765 EXPIRES  
November 19, 2007  
BONDED THRU TROY FAIN INSURANCE, INC

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

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



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

166808

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 M GAY CONSTRUCTORS INC on the job of SEMINOLE COUNTY BOCC (owner), to the following described property:

845 LAKE MARKHAM ROAD, SANFORD, FLORIDA, "SYLVAN LAKE PARK - BALLFIELD LIGHTING", AND BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 4845 PAGE 723 PUBLIC RECORDS SEMINOLE COUNTY, FLORIDA.

DATED on APRIL 12, 2004

HUGHES SUPPLY INC
ONE HUGHES WAY
ORLANDO FL 32805

By: Maria A. Lash
MARIA A. LASH
Lien Release Supervisor

Sworn to and subscribed before me this APRIL 12, 2004

Signature of Notary Public
Commissioned State of Florida



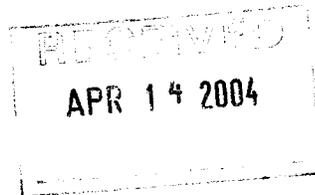
Theresa A. McNealy
MY COMMISSION # DD268772 EXPIRES
November 19, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

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**

3008918

11285157  
11279409

The undersigned lienor, in consideration of the final payment in the amount of \$ 0.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **GAY M CONSTRUCTORS INC** to the following described property:

**1420 S R 419 LONGWOOD  
LONGWOOD, FLORIDA  
SEMINOLE COUNTY**

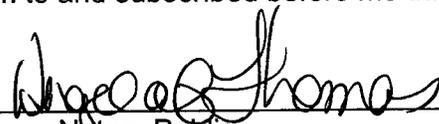
This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

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 17<sup>TH</sup> 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

**WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT**

3008918

11285157  
11279409

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 **GAY M CONSTRUCTORS INC** to the following described property:

**1420 S R 419 LONGWOOD  
LONGWOOD, FL  
SEMINOLE COUNTY**

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 **APRIL 13<sup>TH</sup>** , 2004

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

By *Melissa Foster*  
**AUTHORIZED AGENT**

Sworn to and subscribed before me this **13<sup>TH</sup>** day of **APRIL**, 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.

MAF

**WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT**

3008918

11235715

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 **GAY M CONSTRUCTORS INC** to the following described property:

**845 LAKE MARKHAM RD  
SANFORD, FL  
SEMINOLE COUNTY**

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 **APRIL 13<sup>TH</sup>**, 2004

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

By *Melissa Foster*  
**AUTHORIZED AGENT**

Sworn to and subscribed before me this **13<sup>TH</sup>** day of **APRIL**, 2004

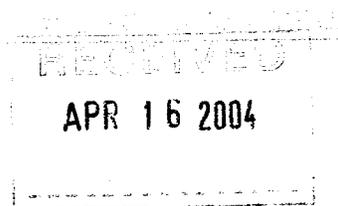
*Sandra Bailey*  
Notary Public

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.

MAF





**GE Supply**

General Electric Company  
400 Technology Court SE, Suite R  
Smyrna, GA 30082-5237

FINAL  
WAIVER AND RELEASE OF LIEN

THE UNDERSIGNED LIENOR, UPON 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 M GAY ELECTRIC TO THE FOLLOWING DESCRIBED PROPERTY:

**SEMINOLE COUNTY PARKS  
845 LAKE MARKHAM RD  
SANFORD, FL**

DATED ON April 13, 2004

LIENOR: GE SUPPLY CO., INC.  
ADDRESS: 400 TECHNOLOGY CT SE, STE R  
SMYRNA, GA 30082



BY: *Chris Jm*  
PRINTED NAME: *Chris Jm*  
NOTARY *Robert H Lawson*

