

CONSTRUCTION CONTRACTS

- 10. Accept and authorize the Chairman to execute the Certificate of Final Completion of CC-1241-04/AJR – Markham Water Treatment Plant Expansion (Certificate of Final Completion).**

CC-1241-04/AJR provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the expansion of Phase IIA at the Markham Regional Water Treatment Plant. As of August 25, 2005, all work and documents have been satisfactorily completed. Environmental Services Department and Fiscal Services Department /Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR's Request for Final Payment

Note: Contractor must submit originals with affixed seals.

STATE OF FLORIDA

COUNTY OF SEMINOLE

Ronald F. Davoli Being duly sworn according to law, deposes and says that he is the President (Title) of Wharton-Smith, Inc., CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the CC-1241-04/AJR Markham WTP Expansion 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 used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers 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, suit, 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.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this August 25, 2005

WHARTON-SMITH, INC.
Ronald F. Davoli
President

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 25 day of August, 2005 by Ronald F. Davoli who is personally known to me or who has produced as identification.

Lisa Prejean
Notary Public in and for the County and State Aforementioned

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)
11/25/97

My commission expires:
LISA PREJEAN App. Q-1
Notary Public, State of Florida
My comm. exp. Aug. 18, 2006
Comm. No. DD 143130

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L McCarta, Katie N Bird, Margie L Morris, Brett A Ragland, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 28th day of December, 2004.



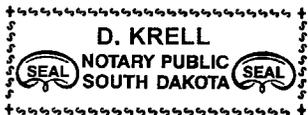
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of December, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of August, 2005.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Wharton-Smith, Inc., hereinafter referred to a "Principal" and Western Surety 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 \$ 180,318.89 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1242-04/AJR; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated September 14th, 20 04, and filed with the Purchasing Division of Seminole County; and

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 25th
day of August, 2005.

Address: _____
Wharton-Smith, Inc. (SEAL)
Principal
P.O. Box 471028
Lake Monroe, FL 32747

By: Ronald F. Davoli Its: CEO/President
Ronald F. Davoli (If a Corporation)

ATTEST: William C. Robinson, Jr. Its: Corporate Secretary
William C. Robinson, Jr. (If a Corporation)

Address: _____
Western Surety Company (SEAL)
Surety
P.O. Box 5077
Sioux Falls, SD 57117-5077

By: Katie N. Bird
Katie N. Bird Its Attorney-in-Fact & FL Licensed Resident Agent

Phone No. (605) 336-0850, Inquires (407) 834-0022

Fax No. (407) 919-2260

ATTEST: Kanani Cordero
Kanani Cordero, Secretary

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-Arrow appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

Bond No. 929336618MTC

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure of notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L McCarta, Katie N Bird, Margie L Morris, Brett A Ragland, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 28th day of December, 2004.



WESTERN SURETY COMPANY

Paul T. Bruflat

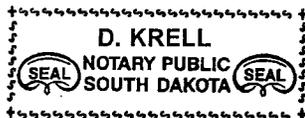
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of December, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of August, 2005.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CERTIFICATE OF ENGINEER

Agreement Title: Markham Regional WTP Construction – Phase II A Expansion

County Contract No.: CC-1241-04/AJR

Agreement Date: September 14, 2004

Project: Markham Regional WTP Phase II A Expansion

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: 9/14/04

CONTRACTOR's Notice to Proceed: 9/14/04

Days allowed by Agreement: 220 Days

Extensions granted by C.O.: 40 Days

Scheduled Completion Date: 4/22/05

Work began: 9/15/04

Project Substantially Completed: 4/29/05

Days to complete: 260 Days

Underrun: _____

Overrun: _____

June 1, 2005
Date

Robert K. Anderson
Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Markham Regional WTP Construction – Phase II A Expansion

County Contract No.: CC-1241-04/AJR

Project: Markham Regional WTP Phase II A Expansion

Contractor: Wharton-Smith, Inc.

Agreement for: WTP Expansion Construction Agreement Date: Sept. 14, 2004

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

To: Boyle Engineering Corporation
Engineer

To: Wharton-Smith, Inc.
Contractor

To: _____
Seminole County Board of County Commissioners

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

Date of Final Completion: June 1, 2005

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

Executed by ENGINEER on June 1, 2005

Boyle Engineering Corporation
ENGINEER

By: Robert K. Anderson

CONTRACTOR accepts this Certificate of Final Completion on June 1,
2005.

Wharton-Smith, Inc.
CONTRACTOR

By: Daniel J. August

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

ATTEST:

BY: _____,
Chairman

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

Date: _____

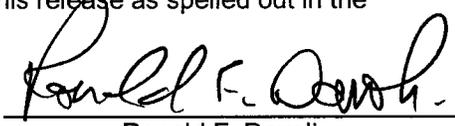
CONTRACTOR'S RELEASE

AGREEMENT TITLE: Markham WTP Expansion

COUNTY CONTRACT NO.: CC-1241-04/AJR

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

BEFORE ME, the undersigned authority in said County and State, appeared Ronald F. Davoli who, being duly sworn and personally known to me, deposes and says that he is President of Wharton-Smith, Inc. a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Markham WTP Expansion, located in Seminole County, Florida, dated the 25 th day of August, 2005, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, materials, or otherwise, in connection with said Agreement and Work, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under said Agreement. Deponent further says that the final estimate in the amount of \$ 34,692.99 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 \$ 34,692.99 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.



Ronald F. Davoli
President

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 25 th day of August, 2005, by Ronald F. Davoli, of Wharton-Smith, Inc. who is personally known to me or has produced _____ as identification.



Notary Public in and for the County
and State Aforementioned

My commission expires:

LISA PREJEAN
Notary Public, State of Florida
My comm. exp. Aug. 18, 2006
Comm. No. DD 143130

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Markham Regional WTP Construction – Phase II A Expansion

COUNTY Contract No.: CC-1241-04/AJR

To: CONTRACTOR Wharton-Smith, Inc.

Project Manager Dan Augusti

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on May 30, 2005 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

Wharton Smith, Inc. Daniel S. Augusti
Contractor by

Robert K. Anderson
Engineer by

Reviewed by:

[Signature]
Contracts Supervisor

5-30-05
Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Markham Regional WTP Construction – Phase II A Expansion

County Contract No.: CC-1241-04/AJR

Project: Markham Regional WTP Phase II A Expansion

Contractor: Wharton-Smith, Inc.

Agreement for: WTP Expansion Construction Agreement Date: Sept. 14, 2004

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

All the work

To: Boyle Engineering Corporation
Engineer

And to Wharton-Smith, Inc.
Contractor

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 substantially completed in accordance with the Contract Documents on:

April 29, 2005
Date of Substantial Completion

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

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

Executed by ENGINEER on April 29, 2005
Boyle Engineering Corporation
Engineer
By: Robert K. Anderson

CONTRACTOR accepts this Certificate of Substantial Completion
On April 29, 2005.

Wharton-Smith, Inc.
Contractor
By: Daniel S. August

Executed by COUNTY'S Project Manager on April 29, 2005.
Thyrl P. Hagen
Project Manager

WHARTON - SMITH, INC.
P.O. BOX 471028
LAKE MONROE, FL 32747
TELE (407) 321-8410 FAX (407) 320-1776

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, in consideration of the final payment in the amount of \$ **4,319.30 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Markham WTP Expansion (#04-056) to the following property:

5651 Lake Gussie Circle
Sanford, FL 32771

DATED: 8-2-05

Company: Rose Fence Co
Address: 7310 Old Cheney Hwy
Orlando, FL 32807

By: Wesley Rose / President
Signature/Title
Wesley Rose
(Printed Name)

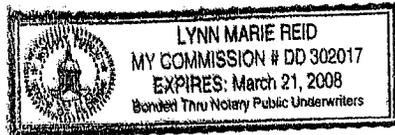
STATE OF Fla

COUNTY OF Orange

Personally appeared before me, this 2nd day of Aug, 2005
Wesley Rose who is being duly sworn on oath says that
he/she is President of Rose Fence Co
and that he/she hereby acknowledges the execution of the foregoing
instrument for and on special instance and request.

Check # 184497

Lynn Marie Reid
Notary Public



Notary Seal

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
AUG 03 2005
WHARTON-SMITH