

## **CONSTRUCTION CONTRACTS**

- 11. Accept and authorize the Chairman to execute the Certificate of Final Completion of CC-1246-04/TLR – E.E. Williamson Pedestrian Bridge (Certificate of Final Completion).**

CC-1246-04/TLR provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of the E. E. Williamson Pedestrian Bridge. As of August 2, 2005, all work and documents have been satisfactorily completed. Public Works Department/ Engineering Division and Fiscal Services Department/Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

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

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

State of Florida County of Orange

Matt Persing, being duly sworn according to law, deposes and says that he is the Project Manager (Title of Office of American Bridge Company)

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the EE. Williams Pedestrian Bridge 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

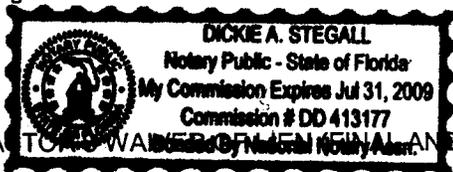
Project Manager  
Title

State of Florida )  
County of Orange ) ss

The foregoing instrument was acknowledged before me this 13 day of September, 2005, by Matt Persing, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Dickie A. Stegall  
Signature

Print name: Dickie A. Stegall  
Notary Public in and for the County and State Aforementioned



My commission expires: 7-31-2009

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707 A

PROJECT: **Interstate 4 at E.E. Williamson Road, Longwood, Florida**  
(name, address) **Contract No. CC-1246-04**

TO (Owner)  
[ **Seminole County**  
**1101 East First Street**  
**Stanford, Florida 32771**

ARCHITECT'S PROJECT NO:  
] CONTRACT FOR: **Construction of E. E.  
Williamson Pedestrian  
Bridge**  
ONTRACT DATE **December 23, 2004**  
BOND NO. **387000537**

CONTRACTOR:  
] **American Bridge Company**  
**8529 South Park Circle, Suite 250**  
**Orlando, Florida 32819**

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the

(here insert name and address of Surety Company). **Liberty Mutual Insurance Company, 12 Federal St., Suite 310,  
Pittsburgh, PA 15212**

, SURETY COMPANY

on bond of (here insert name and address of Company) **American Bridge Company, 8529 South Park Circle, Suite  
250, Orlando, Florida 32819**

, CONTRACTOR

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 **4th** day of **August** **20 05**

**Liberty Mutual Insurance Company**  
Surety Company

  
Signature of Authorized Representative

Attest:   
(Seal): **Dawn M. Haynes, Witness**

**Colleen A. Locher**  
Title: Attorney-In-Fact

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **KATHLEEN C. DZON, COLLEEN A. LOCHER, NEIL H. BROWN, BARBARA L. RUTTER, ALL OF THE CITY OF PITTSBURGH, STATE OF PENNSYLVANIA** .....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY-FIVE MILLION AND 00/100\*\*\*\*\*** DOLLARS (\$ **75,000,000.00\*\*\*\*\***) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 16th day of May, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

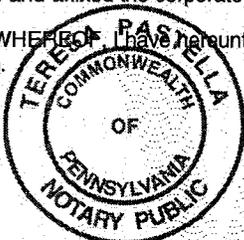


By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of May, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2005  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 4th day of August, 2005.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**AGREEMENT TITLE:** E.E. Williamson Pedestrian Bridge  
**COUNTY CONTRACT NO.:** CC-1246-04/TLR  
**AGREEMENT DATE:** January 11, 2005  
**PROJECT:** E.E. Williamson Pedestrian Bridge

**CERTIFICATE OF ENGINEER**

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

Agreement Date:	<u>January 11, 2005</u>	
CONTRACTOR Notified to Proceed:	<u>January 11, 2005</u>	
Days allowed by Agreement:		<u>360</u>
Extensions Granted by C.O.:		<u>0</u>
Total Days Allowable:		<u>360</u>
Scheduled Completion Date:	<u>January 5, 2006</u>	
Work Began:	<u>January 11, 2005</u>	
Project Substantially Complete:	<u>July 22, 2005</u>	
Days to Complete:		<u>204</u>
Underrun:		<u>109</u>
Overrun:		<u>----</u>

Date: 8/2/05

By:   
 (ENGINEER)



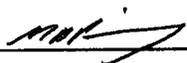
**SEMINOLE COUNTY  
CERTIFICATE OF FINAL INSPECTION**

**Agreement Title:** E.E. Williamson Pedestrian Bridge  
**COUNTY Contract NO.:** CC-1246-04/TLR  
**TO: CONTRACTOR** American Bridge  
**PROJECT MANAGER:** Al Collock

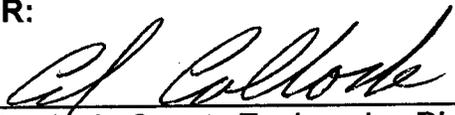
A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on **Aug. 1, 2005** (date) in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

**Accepted by:**

**CONTRACTOR**

By:  Date: 04 AUG 05

**ENGINEER:**

By:  Date: 8/11/05  
Seminole County Engineering Division

**Approved:**

\_\_\_\_\_  
Contracts Analyst Date: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Manager: Date: \_\_\_\_\_

## CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: E.E. Williamson Pedestrian Bridge

COUNTY CONTRACT NO.: CC-1246-04/TLR

PROJECT: E.E. Williamson Pedestrian Bridge

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CONTRACTOR: American Bridge

AGREEMENT FOR: Construction AGREEMENT DATE: Jan. 11, 2005

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

TO: Seminole County Engineering Division (ENGINEER)

TO: American Bridge (CONTRACTOR)

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

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

on: August 2, 2005  
Date of Final Completion

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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.

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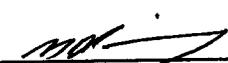
Executed by ENGINEER on: 8/12/05

Seminole County Engineering Division (Engineer)

By: 

CONTRACTOR accepts this Certificate of Final completion on:

02 AUG 05  
Date

  
(CONTRACTOR)

BY: AMERICAN BRIDGE COMPANY

COUNTY accepts this Certificate of Final Completion on

\_\_\_\_\_  
Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Clerk of Board of  
County Commissioners of  
Seminole County, Florida

BY: \_\_\_\_\_  
Carlton D. Henley, CHAIRMAN

DATE: \_\_\_\_\_