

19. **Approve Change Order #2 and authorize the Chairman to execute the Certificate of Final Completion for CC-1200-02/BJC – Northwestern Avenue Erosion Control, with Schuller Contractors Inc. Orlando (\$56,741.50 + 70 days) (Certificate of Completion).**

CC-1200-02/BJC provides all labor, materials, equipment, coordination, and incidentals necessary for the installation of structural and non-structural erosion control measures along a 550 foot section of the Little Wekiva River. Change Order #2 is for final quantity adjustments and an additional seventy (70) calendar days for the completion of this project.

As of October 15, 2004, all work and documentation have been satisfactory completed. Public Works/Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve Change Order #2 and the final acceptance and authorize the Chairman to execute the two documents subject to the availability of funds.

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

**PURCHASING DIVISION
(407) 665-7116**

**1101 E. First Street
Sanford, Florida 32771-1468**

Contract No: CC-1200-02/BTC Initiation Date: _____
Change Order No: 2 Account No: _____
Contract for: Schuller Contractors Incorporated

Original: _____
Contract Date: 2/27/03
Arch/Eng Project No: _____

You are requested to make the following change(s) in this contract:

Changes in quantities on several items

Reason for change(s):

exceeded quantities on several items

Original Contract Sum.....	\$	<u>764,000.00</u>
Contract sum prior to this change order.....	\$	<u>779,808.42</u>
Change order (increase)(decrease)(unchanged).....	\$	<u>56,741.50</u>
New contract sum including this change order will be.....	\$	<u>836,550.42</u>
Contract time will be (increased)(decreased)(unchanged) By (<u>70</u>) calendar days No calendar day.....		
Final completion date through this change order.....		<u>3/16/04</u>

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 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 AND CONTRACTOR AND ARCHITECT/ENGINEER AS APPLICABLE.

Robert J. Walter
Project Manager

Architect/Engineer

Road Ops / Stormwater Public Works
Department/Division
By: ROBERT WALTER
Date: 7/9/04

Address
By: _____
Date: _____

Schuller Contractors Inc.
Contractor (Seal)

BOYKA Presidents
Address _____
By: [Signature] Orlando, FL
Date: 7/6/04 32809

Approved as to form & legal sufficiency:

County Attorney

Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

Date: _____

SEMINOLE COUNTY CHANGE ORDER ATTACHEMENT

Project Name <u>Northwestern Ave Erosion & Sediment Control</u>						
Project/Agreement No. <u>CC-1200-02/BJC</u>						
Change Order No. <u>2</u>						
Item	Description	Qty	Unit	Unit Price	Qty Incr/Decr	Amount
7	120-1 Excavation, regular		CY	\$12.00	2031	\$24,372.00
11	400-101 Pressure Grouting Concrete		CY	\$338.00	10	\$3,380.00
15	530-76 Gabion Mat (Reno Mattress)		CY	\$209.00	27	\$5,538.50
16	530-77 Gabion Basket		CY	\$219.00	51	\$11,169.00
17	530-77 Teramoh Basket Mesh		CY	\$267.00	26	\$6,942.00
18	550-2-3 Fencing Type B 5'		LF	\$10.00	406	\$4060.00
19	550-2-6 Fencing Type B 4'		LF	\$10.00	(325)	(\$3250.00)
26	575-1-1 Sodding Bahia		SY	\$2.50	1812	\$4530.00
Total:						\$56,741.50

REQUEST FOR PAYMENT #3 FINAL

Page 1 of 2

FROM: (Preparer): Alexander J. Caputo
CONTRACTOR: Schuller Contractors Incorporated
JOB: Northwestern Avenue Erosion and Sediment Control Project

DATE:

ESTIMATE NO: 3 WORK PERIOD:

ORIGINAL CONTRACT AMOUNT: \$764,000.00

CHANGE ORDERS	CO#1	\$	15,808.92
	CO#2	\$	56,741.50

CURRENT CONTRACT AMOUNT	\$	836,550.42
CURRENT CONTRACT AMOUNT COMPLETE		\$836,550.42
MATERIALS STORED AT SITE (+/-)		-
TOTAL COMPLETED AND STORED		836,550.42
LESS: RETAINAGE	0.00%	-
TOTAL EARNED, LESS RETAINAGE		836,550.00
LESS PREVIOUS PAYMENT		(645,005.00)
AMOUNT DUE THIS PAYMENT	\$	<u>191,545.00</u>

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond and OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____


Contractor

State of _____

County of _____

Subscribed and sworn to before me this _____
day of _____, _____

Notary Public

My commission expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated _____

ENGINEER

By: _____

Schuller Contractors Incorporated													
Northwestern Avenue Erosion and Sediment Control Project													
Seminole County													
Payment #3 FINAL													
		Description			Contract		Previous Payments		Work Performed this Period		Work Performed to Date		% Complete
			QTY	Unit	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount	
1	101-1	MOB	1	LS	\$55,945.50	\$55,945.50	0.75	\$41,959.13	0.25	\$13,986.38	1	\$55,945.50	100.00%
2	102-1	MOT	1	LS	\$6,250.00	\$6,250.00	0.75	\$4,687.50	0.25	\$1,562.50	1	\$6,250.00	100.00%
3	104-5	SANDBAGGING	28	CY	\$201.00	\$5,628.00	28	\$5,628.00	0	\$0.00	28	\$5,628.00	100.00%
4	104-17	SEDIMENTATION BARRIER WALL	18	CY	\$97.00	\$1,746.00	18	\$1,746.00	0	\$0.00	18	\$1,746.00	100.00%
5	104-13-2	SILT FENCE STAKED TYPE IV	685	LF	\$1.30	\$890.50	685	\$890.50	0	\$0.00	685	\$890.50	100.00%
6	110-1-1	CLEARING & GRUBBING	1	LS	\$112,500.00	\$112,500.00	1	\$112,500.00	0	\$0.00	1	\$112,500.00	100.00%
7	120-1	EXCAVATION, REGULAR**	817	CY	\$12.00	\$9,804.00	817	\$9,804.00	2031	\$24,372.00	2848	\$34,176.00	348.59%
8	180	STABILIZATION SIDE SLOPES	1	LS	\$137,500.00	\$137,500.00	1	\$137,500.00	0	\$0.00	1	\$137,500.00	100.00%
9	400-1-15	CONC CLASS MISCELLANEOUS	5	CY	\$375.00	\$1,875.00	0	\$0.00	5	\$1,875.00	5	\$1,875.00	100.00%
10	400-101	INJECTION GROUTING CONCRETE	66	LF	\$19.00	\$1,254.00	0	\$0.00	66	\$1,254.00	66	\$1,254.00	100.00%
11	400-101	PRESSURE GROUTING CONCRETE	10	CY	\$338.00	\$3,380.00	0	\$0.00	20	\$6,760.00	20	\$6,760.00	200.00%
12	425-2-61	MANHOLES P-8 <10'	1	EA	\$2,750.00	\$2,750.00	1	\$2,750.00	0	\$0.00	1	\$2,750.00	100.00%
13	430-11-329	PIPE CONC CULVERT CLASS III 24" SS	12	LF	\$135.00	\$1,620.00	12	\$1,620.00	0	\$0.00	12	\$1,620.00	100.00%
14	430-982-229	MES 24"	1	EA	\$875.00	\$875.00	1	\$875.00	0	\$0.00	1	\$875.00	100.00%
15	530-76	GABION MAT (RENO MATTRESS)	344	CY	\$209.00	\$71,896.00	316.5	\$66,148.50	54	\$11,286.00	370.5	\$77,434.50	107.70%
16	530-77	GABION BASKET	813	CY	\$219.00	\$178,047.00	800.5	\$175,309.50	63.5	\$13,906.50	864	\$189,216.00	106.27%
17	530-77	TERRAMESH BASKET MECHANICAL STAB. EARTH	485	CY	\$267.00	\$129,495.00	485	\$129,495.00	26	\$6,942.00	511	\$136,437.00	105.36%
18	550-2-5	FENCING, TYPE B 5' HEIGHT	74	LF	\$10.00	\$740.00	0	\$0.00	480	\$4,800.00	480	\$4,800.00	648.65%
19	550-2-6	FENCING TYPE B 4' HEIGHT	535	LF	\$10.00	\$5,350.00	0	\$0.00	210	\$2,100.00	210	\$2,100.00	39.25%
20	550-3-6	CORNER POST ASSEMBLY TYPE B, 4' HIGH FENCE	4	EA	\$31.00	\$124.00	0	\$0.00	4	\$124.00	4	\$124.00	100.00%
21	550-6-4	END POST ASSEMBLY TYPE B, 4' HIGH FENCE	8	EA	\$31.00	\$248.00	0	\$0.00	8	\$248.00	8	\$248.00	100.00%
22	550-73-10	LIGHTWEIGHT BARRICADE FENCE	500	LF	\$3.00	\$1,500.00	500	\$1,500.00		\$0.00	500	\$1,500.00	100.00%
23	550-73-20	FENCING, TYPE B, TEMP CONSTRUCTION 6' HEIGHT	600	LF	\$6.00	\$3,600.00	600	\$3,600.00		\$0.00	600	\$3,600.00	100.00%
24	550-76-082	FENCE GATE, TYPE B, DOUBLE 8' OPENING, 4' HT FENCE	1	EA	\$938.00	\$938.00	0	\$0.00	1	\$938.00	1	\$938.00	100.00%
25	550-76-121	FENCE GATE, TYPE B, SINGLE 12' OPENING, 4' HT FENCE***	1	EA	\$1,250.00	\$1,250.00	0	\$0.00	1	\$1,250.00	1	\$1,250.00	100.00%
26	575-1-1	SOD DING BAHIA	3254	SY	\$2.50	\$8,135.00	0	\$0.00	5066	\$12,665.00	5066	\$12,665.00	155.69%
		TOTAL STORM WATER PROJECT COST				\$743,341.00		\$696,013.13		\$104,069.38		\$800,082.50	
27	1500	BYPASS PUMPING SANITARY	2	EA	\$3,125.00	\$6,250.00	2	\$6,250.00	0	\$0.00	2	\$6,250.00	100.00%
28	1500-900-25	PIPE REMOVE	165	LF	\$15.00	\$2,475.00	165	\$2,475.00	0	\$0.00	165	\$2,475.00	100.00%
29	1513-160-318	PIPE PVC, F&I, PUSH ON JOINT 8"	110	LF	\$24.40	\$2,684.00	110	\$2,684.00	0	\$0.00	110	\$2,684.00	100.00%
30	1541-140-13	MANHOLE UTILITY F&I SPECIAL SADDLE >12'	1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00	1	\$4,000.00	100.00%

Schuller Contractors Incorporated													
Northwestern Avenue Erosion and Sediment Control Project													
Seminole County													
Payment #3 FINAL													
		Description			Contract		Previous Payments		Work Performed this Period		Work Performed to Date		% Complete
			QTY	Unit	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount	
31	1541-120-13	MANHOLE UTILITY F&I STANDARD DROP, >12'	1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00	1	\$4,000.00	100.00%
32	1541-900	MANHOLE UTILITY REMOVE	1	EA	\$1,250.00	\$1,250.00	1	\$1,250.00	0	\$0.00	1	\$1,250.00	100.00%
		TOTAL SANITARY SEWER PROJECT COST				\$20,659.00	\$20,659.00	\$0.00	\$20,659.00				
		Change Order #1 (Landscaping)****	1	EA	\$15,808.92	\$15,808.92		\$0.00	1	\$15,808.92	1	\$15,808.92	100.00%

SEMINOLE COUNTY
CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Construction Services Agreement

COUNTY CONTRACT NO: CC-1222-02/BJC

PROJECT: Northwestern Avenue Erosion and Sedimentation Control Project

CONTRACTOR: Schuller Contractors Inc.

AGREEMENT FOR: Erosion and Sedimentation Control Project AGREEMENT
DATE: February 27, 2003

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

TO: Seminole County Engineering Division (ENGINEER)

TO: Schuller Contractors 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:

March 13, 2004
(DATE OF FINAL COMPLETION)

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: 10/14/04

Seminole County Engineering Division
(ENGINEER)

BY: Al Collock for
Al Collock, Principal Coordinator

CONTRACTOR accepts this Certificate of Final Completion on: 3/13/04

Schuller Contractors
(CONTRACTOR)

BY: [Signature] CFO
Name, Position

COUNTY accepts this Certificate of Final Completion on: March 13, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____
Peter W. Maley, Contracts Supervisor

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

Date: _____
As authorized by Section 330.3, Seminole
County Administrative Code.

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 SEMINOLE

ALEXANDER CAPUTO, being duly sworn according to law, deposes and says that he is the C.F.O. (Title of Office of SCHULER CONTRACTORS INCORPORATED) CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the CL-1222-02/RJC 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

CEO
Title

State of FLORIDA)
County of ORANGE) ss 098-38-2980

The foregoing instrument was acknowledged before me this 11TH day of OCTOBER, 2004, by ALEXANDER CAPUTO, who is personally known to me or who has produced _____ as identification.

Patricia H. Lockhart
Signature

Print name: PATRICIA H. LOCKHART
Notary Public in and for the County and State Aforementioned

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

My commission expires:



Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Q-1 Bonded Thru
Atlantic Bonding Co., Inc.

CONTRACTOR'S RELEASE

Agreement Title: _____

County Contract No.: CC-1222-02/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 ALEXANDER CAPUTO who, being duly sworn and personally know to me, deposes and says that he/she is C.F.O. of SCHULTE CONTRACTORS INC. a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on CC-1222-02/BJC, located in Seminole County, Florida, dated the 11th day of OCTOBER, 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 \$ 191,545.87 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 \$ 191,545.87 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 FLORIDA)
County of ORANGE) ss 098-38-2980

[Signature] C.F.O.
Affiant

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2004, by ALEXANDER CAPUTO, who is personally known to me or who has produced _____ as identification.

Patricia H. Lockhart
Signature

Print name: PATRICIA H. LOCKHART
Notary Public in and for the County and
State Aforementioned

My commission expires _____
Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

SEMINOLE COUNTY
CERTIFICATE OF SUBSTANTIAL COMPLETION

AGREEMENT TITLE: Construction Services Agreement

COUNTY CONTRACT NO: CC-1200-02/BJC

PROJECT: Northwestern Avenue

CONTRACTOR: Schuller Contractors Inc.

AGREEMENT FOR: Erosion and Sedimentation Control Project AGREEMENT

DATE: February 27 , 2003

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

TO: Seminole County Engineering Division (ENGINEER)

AND TO: Schuller Contractors Inc. (CONTRACTOR)

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


December 3, 2003
(DATE OF SUBSTANTIAL COMPLETION)

A list of items 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: 8/30/04

Seminole County Engineering Division
(ENGINEER)

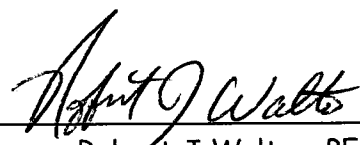
BY: 
Al Collock, Coordinator

CONTRACTOR accepts this Certificate of Substantial Completion
On: 9-10-04

Schuller Contractors Inc.
(CONTRACTOR)

BY:  Chief Financial Officer
Name, Position

Executed by County's Project Manager on: _____

BY: 
Robert J. Walter, PE
(PROJECT MANAGER)

SEMINOLE COUNTY
CERTIFICATE OF FINAL INSPECTION

AGREEMENT TITLE: Construction Services Agreement

COUNTY CONTRACT NO. : CC-12~~20~~-02/BJC

TO: CONTRACTOR Schuller Contractors Inc

PROJECT MANAGER Robert J. Walter, P.E.

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on February 20, 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:

Schuller Contractors Inc.

(CONTRACTOR)

By: _____

[Signature]
Name, Title

Chief Financial Officer

Date: _____

9-10-04

Seminole County Engineering Division

(ENGINEER)

By: _____

[Signature]
Name, Title

Al Collock, Coordinator

Date: _____

8/30/07

Approved:

[Signature]
Contracts Analyst

Date: _____

10/25/04

[Signature]
Contracts Supervisor

Date: _____

10/25/04

SEMINOLE COUNTY
CERTIFICATE OF ENGINEER

AGREEMENT TITLE: Continuous Contract for Public Works Minor Construction Projects
COUNTY CONTRACT NO.: CC-1200-02/BJC
AGREEMENT DATE: February 27, 2004
CONTRACTOR: Schuller Contractors Inc.
PROJECT: Northwestern Avenue Erosion and Sedimentation Control 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:	<u>February 27, 2003</u>	
Contractor's Notice to proceed:	<u>April 8, 2004</u>	
Days allowed by Agreement:		<u>120 + 30</u>
Project suspended	<u>June 20 2004 thru October 13, 2004</u>	
		<u>115 + 0</u>
Extensions Granted by C.O.:		<u>0 + 70</u>
Rain days		<u>0 + 4</u>
Holidays		<u>4 + 6</u>
Total Days Allowable:		<u>239 + 110</u>
Scheduled Completion Date:	<u>December 3, 2004</u>	
Work Began:	<u>April 8, 2004</u>	
Project Substantially Complete:	<u>December 3, 2004</u>	
Days to Complete:		<u>239 + 102</u>
Underrun:		<u>0</u>
Overrun:		<u>0</u>
Project Final Complete:	<u>March 13, 2004</u>	

Date: 8/30/04

Seminole County Engineering Division
(ENGINEER)

BY: 
Al Collock, Coordinator

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Schuller Contractors, Inc., hereinafter referred to as "Principal" and Atlantic Mutual Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$836,550.42 * for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

* 10% is \$83,655.04

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1200-02/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated February 17, 2003, 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 2nd day of August, 2004.

Address:

8046-A President's Drive

Orlando, FL 32809

Schuller Contractors, Inc. (SEAL)

By: [Signature] Principal
(If a Corporation) Chief Financial Officer

ATTEST: [Signature] Assistant Project Administrator
(If a Corporation)

Address:

100 Wall Street

New York, New York 10005-1101

Atlantic Mutual Insurance Company (SEAL)

Surety
By: [Signature]
Its Deborah Mahl, Attorney-in-Fact &
Florida Licensed Resident Agent*

Phone No. 212-943-1800 (Surety) / 407-786-7770 (Agency)*
Fax No. 212-618-6892 (Surety) / 407-786-7766 (Agency)*

ATTEST: [Signature]
Leslie M. Donahue

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.

KNOW ALL MEN BY THESE PRESENTS, that the Atlantic Mutual Insurance Company and Centennial Insurance Company, corporations duly organized under the laws of the State of New York hereinafter called Companies, do hereby appoint

Deborah Mahl & Jeffrey W. Reich & Kim E. Niv & Leslie M. Donahue & Patricia L. Slaughter & Susan L. Reich & Teresa L. Robinson & Walter N. Myers

their true and lawful Attorneys-in-Fact to make, execute, seal and deliver on their behalf as surety

any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require. Such bonds and undertakings when duly executed by the aforesaid Attorney(s)-in-Fact shall be binding upon the Companies as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary and sealed with its corporate seal.

This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company adopted effective December 1, 1999 and now in full force and effect;

RESOLVED that the Chairman, President or Senior Vice President-Surety may appoint other officers of the Company or agents of the Company to act as its lawful Attorney-in Fact in any State, Territory or Federal District to represent this Company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed, any and all bonds and undertakings of suretyship and such other documents as are required in the ordinary course of surety business; and that the Secretary, Assistant Secretary or any Officer of the Corporation be, and that each or any of them is, authorized to verify any affidavit or other statement relating to the foregoing and to any resolutions adopted by its Board of Trustees (or Board of Directors, as applicable); and that any such Attorney-in-Fact may be removed and the authority so granted may be revoked by the Chairman, President, Senior Vice President-Surety or by the Board of Trustees (or Board of Directors, as applicable).

IN WITNESS WHEREOF, each of the Companies has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized Officer this Fourth day of January, 2000.

Attest Michael B. Keegan
Michael B. Keegan, Vice President

Atlantic Mutual Insurance Company
Centennial Insurance Company

By Thomas P. Gorke
Thomas P. Gorke, Senior Vice President



State of New Jersey } SS
County of Passaic

On this Fourth day of January, 2000, before me, a Notary Public of the State and County aforesaid residing therein, duly commissioned and sworn, personally came the above named officer of the Company who being by me first duly sworn according to law, did depose and say that he is the officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company; and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by order of the Board of Trustees (or Board of Directors, as applicable).



Maria Impallomeni
Notary Public (Seal)

My commission expires February 18, 2007

I, the undersigned **Michael B. Keegan, Vice President** of Atlantic Mutual Insurance Company and Centennial 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 Senior Vice President who executed said Power of Attorney was one of the Officers authorized by the Board of Trustees and Board of Directors to appoint an attorney-in-fact pursuant to the Board resolution stated above dated December 1, 1999. This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company, adopted at a meeting duly called and held on the 1st day of December, 1999.

RESOLVED, that the use of a printed facsimile of the corporate seal of the Company and of the signature of an Officer of the Company on any certification of the correctness of a copy of an instrument executed by the Chairman, President or Senior Vice President-Surety pursuant to the Board resolution, dated December 1, 1999, appointing and authorizing an attorney-in-fact to execute in the name of and on behalf of the Company, surety bonds, undertakings and other instruments, shall have the same effect as if such seal and such signature had been manually affixed and made, is hereby authorized and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of each of the Companies to these presents this 8th day of September 2004.

Michael B. Keegan
Michael B. Keegan, Vice President

To verify the authenticity of this Power of Attorney, call 1-800-444-6565 and ask for the Power of Attorney Clerk.

KNOW ALL MEN BY THESE PRESENTS, that the Atlantic Mutual Insurance Company and Centennial Insurance Company, corporations duly organized under the laws of the State of New York hereinafter called Companies, do hereby appoint

Deborah Mahl & Jeffrey W. Reich & Kim E. Niv & Leslie M. Donahue & Patricia L. Slaughter & Susan L. Reich & Teresa L. Robinson & Walter N. Myers

their true and lawful Attorneys-in-Fact to make, execute, seal and deliver on their behalf as surety

any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require. Such bonds and undertakings when duly executed by the aforesaid Attorney(s)-in-Fact shall be binding upon the Companies as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary and sealed with its corporate seal.

This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company adopted effective December 1, 1999 and now in full force and effect;

RESOLVED that the Chairman, President or Senior Vice President-Surety may appoint other officers of the Company or agents of the Company to act as its lawful Attorney-in Fact in any State, Territory or Federal District to represent this Company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed, any and all bonds and undertakings of suretyship and such other documents as are required in the ordinary course of surety business; and that the Secretary, Assistant Secretary or any Officer of the Corporation be, and that each or any of them is, authorized to verify any affidavit or other statement relating to the foregoing and to any resolution adopted by its Board of Trustees (or Board of Directors, as applicable); and that any such Attorney-in-Fact may be removed and the authority so granted may be revoked by the Chairman, President, Senior Vice President-Surety or by the Board of Trustees (or Board of Directors, as applicable).

IN WITNESS WHEREOF, each of the Companies has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized Officer this Fourth day of January, 2000.

Atlantic Mutual Insurance Company
Centennial Insurance Company

By Thomas P. Gorke
Thomas P. Gorke, Senior Vice President

Attest Michael B. Keegan
Michael B. Keegan, Vice President



State of New Jersey } SS
County of Passaic

On this Fourth day of January, 2000, before me, a Notary Public of the State and County aforesaid residing therein, duly commissioned and sworn, personally came the above named officer of the Company who being by me first duly sworn according to law, did depose and say that he is the officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company; and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by order of the Board of Trustees (or Board of Directors, as applicable).



Maria Impallomeni
Notary Public (Seal)

My commission expires **February 18, 2007**

I, the undersigned **Michael B. Keegan, Vice President** of Atlantic Mutual Insurance Company and Centennial 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 Senior Vice President who executed said Power of Attorney was one of the Officers authorized by the Board of Trustees and Board of Directors to appoint an attorney-in-fact pursuant to the Board resolution stated above dated December 1, 1999. This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Trustees of Atlantic Mutual Insurance Company and the Board of Directors of Centennial Insurance Company, adopted at a meeting duly called and held on the 1st day of December, 1999.

RESOLVED, that the use of a printed facsimile of the corporate seal of the Company and of the signature of an Officer of the Company on any certification of the correctness of a copy of an instrument executed by the Chairman, President or Senior Vice President-Surety pursuant to the Board resolution, dated December 1, 1999, appointing and authorizing an attorney-in-fact to execute in the name of and on behalf of the Company, surety bonds, undertakings and other instruments, shall have the same effect as if such seal and such signature had been manually affixed and made, is hereby authorized and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of each of the Companies to these presents this 2nd day of August 2004.

Michael B. Keegan
Michael B. Keegan, Vice President

To verify the authenticity of this Power of Attorney, call 1-800-444-6565 and ask for the Power of Attorney Clerk.

Bond No. 447-402535

Project: CC-1200-02/BJC, Northwestern Avenue Erosion and Sedimentation Control Project

Contractor: Schuller Contractors, Inc.

Initial contract/bond amount: \$764,000.00

Final contract/bond amount: \$836,550.42

CONSENT OF SURETY TO FINAL PAYMENT


We, the Atlantic Mutual Insurance Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Seven Hundred Sixty * Dollars (~~\$---764,000.00---~~) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

* Four Thousand and 00/100

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Atlantic Mutual Insurance Company has caused this instrument to be executed on its behalf of its Representative -and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 8th day of September 20 04.

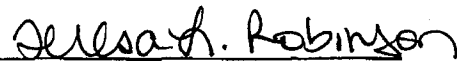
Atlantic Mutual Insurance Company
Surety Company


Deborah Mahl, Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: 407-786-7770

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

State of FLORIDA)
County of SEMINOLE) ss

The foregoing instrument was acknowledged before me this 8th day of September, 2004, by Deborah Mahl, who is personally known to me or who has produced N/A as identification.


Signature

TERESA L. ROBINSON
Notary Public, State of Florida
My comm. exp. Feb. 22, 2007
Comm. No. DD 182403

Print name: Teresa L. Robinson
Notary Public in and for the County and
State Aforementioned

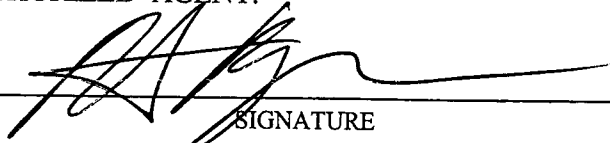
My commission expires: 02/22/07

AS-BUILT CERTIFICATION

PERMIT NUMBER: 40-117-56459-2

PROJECT NAME: Northwestern Avenue Bridge Area Stabilization Project

I HEREBY CERTIFY THAT ALL COMPONENTS OF THIS STORMWATER MANAGEMENT SYSTEM HAVE BEEN BUILT SUBSTANTIALLY IN ACCORDANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS. THESE DETERMINATIONS HAVE BEEN BASED UPON ON-SITE OBSERVATION OF THE SYSTEM CONDUCTED BY ME OR BY MY AUTHORIZED AGENT.



SIGNATURE

Robert B. Gaylord, P.E.

NAME (Please Print)

President

TITLE

June 2, 2004

DATE

Singhofen & Associates, Inc.

COMPANY/AGENCY

925 South Semoran Boulevard, Suite 104

COMPANY/AGENCY ADDRESS

Winter Park, Florida 32792

CITY, STATE, ZIP CODE

407-679-3001

TELEPHONE NUMBER

WITHIN 30 DAYS OF COMPLETION OF THE SYSTEM, SUBMIT TWO COPIES OF THIS FORM TO:

DIVISION OF PERMIT DATA SERVICES
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Two thousand, three hundred, fifty dollars and 00/100 (\$2,350.00)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-120-02.**

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-120-02

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

12 IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this day of DECEMBER, 2003

Alex Alonso

Signed, sealed and delivered in the presence of:

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10TH day of DECEMBER, 2003, by

☒ who is personally known to me, or

☐ who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: _____

STATE OF FL AT LARGE

My Commission expires:



Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc

Feb 12 04 02:28p

Schuller Cont

407 855 4922

p.2

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of Ten thousand, four hundred, fifty-two dollars and 08/100 (\$10,452.08), paid by Schuller Contractors Incorporated, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, Seminole County, Florida, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC.

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and Atlantic Mutual Insurance Company is Surety, pertaining to the above Project and Premises.

15th IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this day of FEBRUARY, 2004.

Conrad Yelvington Distributors, Inc.

Signed, sealed and delivered in the presence of:

By: Michelle McCarthy
Title: Asst Credit Mgr

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 13th day of February, 2004, by Michelle McCarthy

☒ who is personally known to me, or
☐ who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: Linda W. Smith

STATE OF _____

AT LARGE

My Commission expires: _____



LINDA W. SMITH

Notary Public, State of Florida

My comm. expires May 15, 2006

Comm. No. DE 051030

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That, Stella Ford, who resides at 491 Forest Court, Altamonte Springs, Florida, 32714, first party, for and in consideration of the sum of **Ten dollars and 00/100 (\$10.00)**, and other valuable considerations, received from or on behalf of **Schuller Contractors Incorporated**, the second party, the receipt whereof is hereby acknowledged, (Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals and the successors, and assigns of corporations, wherever the context so admits or requires.) HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, as well, **Seminole County Government, Tim Schuller, and Alexander Caputo**; as well as its affiliates, agents and principals, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, from the beginning of the world to the day of these presents, and specifically from any and all liability or any monies due regarding any of the above. Further, consideration is a release from any claim of misrepresentation or lack of diligence whether in the inducement or act.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of MARCH, A.D., 2004. Signed, sealed and delivered in the presence of:

WITNESS: _____

SIGNED: Thomas Jones

WITNESS: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared IN PERSON to me he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of MARCH, A.D., 2004.

FL DL# F630-792-56 Patricia H. Lockhart
527-0

Notary Public

(Stamp)



Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Three thousand, six hundred dollars and 00/100 (\$3,600.00)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC.**

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 11th day of MARCH, 2004.

Henderson Wilder, Contractor

Signed, sealed and delivered in the presence of:

By: _____

Title: Owner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of MARCH, 2004, by _____.

() who is personally known to me, or

() who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: _____

STATE OF FLORIDA AT LARGE

My Commission expires:



Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Three thousand, and 00/100 dollars, (\$3,000.00)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC.**

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

17th IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this day of MARCH, 2004.

J & J's Lawn & Tree Service

Signed, sealed and delivered in the presence of:

By: _____

Title: president

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of MARCH, 2004, by

☒ who is personally known to me, or
☐ who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: _____
STATE OF FLORIDA AT LARGE
My Commission expires:

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of Two hundred, ninety-nine dollars and 60/100 (\$299.60), paid by Schuller Contractors Incorporated, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, Seminole County, Florida, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC.

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and Atlantic Mutual Insurance Company is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 20 day of MAY, 2004.

Mabey Bridge & Shore, Inc.

Signed, sealed and delivered in the presence of:

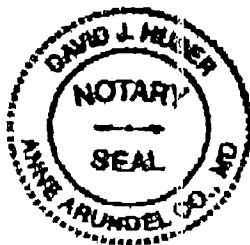
By: ✓ Rick Marsh
Title: ✓ Controller

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

The foregoing instrument was acknowledged before me this 20 day of MAY, 2004, by RICK MARSH.

(☒) who is personally known to me, or

() who has produced _____ as identification and who did take an oath.



NOTARY PUBLIC:

(Seal)

Signature: [Signature]

STATE OF MARYLAND AT LARGE

My Commission expires: 11/01/05

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Ten thousand, six hundred, sixty-one dollars and 18/100 (\$10,661.18)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC.**

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 16 day of March, 2004.

Maccaferri, Inc.

Signed, sealed and delivered in the presence of:

E. Leon Blum

By: Tracy A. Dayhoff

Title: Staff Accountant

STATE OF Maryland
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 16th day of March, 2004, by Tracy A. Dayhoff.

(☒) who is personally known to me, or

() who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: Deborah A. Blair

STATE OF Maryland AT LARGE

My Commission expires:

DEBORAH A. BLAIR

NOTARY PUBLIC STATE OF MARYLAND

My Commission Expires April 01, 2007

Mar 17 04 09:47a

Schuller Cont

407 855 4922

P. 3

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of Forty thousand, six hundred, forty-five dollars and 22/100 (\$40,645.22), paid by Schuller Contractors Incorporated, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, Seminole County, Florida, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: Northwestern Avenue Erosion & Sedimentation Control Project. Contract #CC-1200-02/BJC.

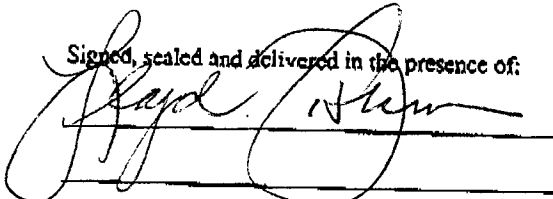
THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and Atlantic Mutual Insurance Company is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 17 day of March, 2004.

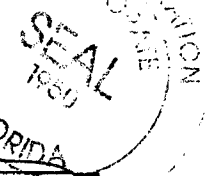
Signed, sealed and delivered in the presence of:



STATE OF Florida
COUNTY OF Broward

MWI Pump Rental Division

By: Harriet D. Dolar
Title: Rental Office Supt.



The foregoing instrument was acknowledged before me this 17 day of March, 2004, by Harriet D. Dolar.

() who is personally known to me, or
() who has produced _____

as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign:

Mary Kay Bennett
STATE OF Florida AT LARGE
My Commission expires:



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

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of Three hundred, fifty dollars and 00/100 (\$350.00), paid by Schuller Contractors Incorporated, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, Seminole County, Florida, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, contract #CC-120-02.**

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, contract #CC-120-02

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and Atlantic Mutual Insurance Company is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 12 day of June, 2003

LP Video Productions, Inc.

Signed, sealed and delivered in the presence of:

By: Pamela Thompson

Title: Vice President

STATE OF FL
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 12 day of June, 2003, by

- () who is personally known to me, or
() who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: [Signature]

STATE OF FL AT LARGE

My Commission expires:

Laurie A Soleim

My Commission CC932041

Expires April 30 2004

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Two thousand, six hundred, fifty-four dollars and 98/100 (\$2,654.98)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-120-02.**

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-120-02

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 30 day of September, 2003

Phoenix Dewatering, Inc.

Signed, sealed and delivered in the presence of:

Dylan Barber
Richard Hony

By: *B J Miles*
Title: B J Miles, Asst Corp Sec

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 30th day of September, 2003, by B J Miles.

☒ (X) who is personally known to me, or

☐ () who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: *Robin Latno*

(Seal)

STATE OF Florida AT LARGE

My Commission expires:



Robin Latno
My Commission DD097711
Expires March 06, 2006

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of Five hundred, fifty dollars and 00/100 (\$550.00), paid by Schuller Contractors Incorporated, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, Seminole County, Florida, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: Northwestern Avenue Erosion & Sedimentation Control Project, Seminole County contract #CC-120-02.

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Seminole County contract #CC-120-02

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and Atlantic Mutual Insurance Company is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 20 day of May, 2003

Speedy Concrete Cutting of Central Florida, Inc.

Signed, sealed and delivered in the presence of:

By: Dannier Roth

Title: A/P Officer

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of May, 2003, by

☒ who is personally known to me, or
☐ who has produced _____

as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: [Signature]

STATE OF FL

AT LARGE

My Commission expires: 4/9/07



Jacqueline Paez
Commission #DD201794
Expires: Apr 04, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Thirty-three thousand, four hundred, sixty-six dollars and 43/100 (\$33,466.43)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-120-02.**

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-120-02

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 3rd day of October, 2003

Thompson Pump

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

By: Kelly Seliga
Title: Kelly Seliga, Asst. Corp. Sec.

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 3rd day of October, 2003, by Kelly Seliga.

She did not take an oath.

☒ who is personally known to me, or

☐ who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: [Signature]

STATE OF Florida AT LARGE
My Commission expires: 5/2/06



Kelly A. Carrasquillo
Commission # DD114443
Expires May 2, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Two thousand, three hundred, ninety dollars and 00/100, (\$2,390.00)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC.**

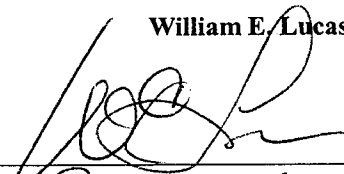
THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this ____ day of _____, 2004.

Signed, sealed and delivered in the presence of:

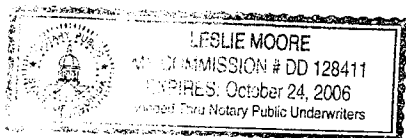
By: 
Title: PRESIDENT

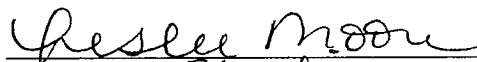
STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 14 day of may, 2004, by William E. Lucas.

() who is personally known to me, or
(X) who has produced FD 1220-925-b4-2440 as identification and who did take an oath.

NOTARY PUBLIC: (Seal)



Sign: 
STATE OF Florida AT LARGE
My Commission expires:

Pear Tree change OK
Issue Only RL

change OK
RL

GENERAL RELEASE Relating to and limited to
Subject matter: Pear Tree Settlement.

KNOW ALL MEN BY THESE PRESENTS:

That, Ronald LaRoche, residing at 490 Forest Court Altamonte Springs, Florida, 32714, first party, for and in consideration of the sum of Fifteen hundred dollars and 00/100 (\$1500.00), change OK RL and other valuable considerations, received from or on behalf of Schuller Contractors Incorporated, the second party, the receipt whereof is hereby acknowledged, (Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals and the successors, and assigns of corporations, wherever the context so admits or requires.) HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, as well, Seminole County Government, Tim Schuller, and Alexander Caputo; as well as its affiliates, agents and principals, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, from the beginning of the world to the day of these presents, and specifically from any and all liability or any monies due regarding any of the above. Further, consideration is a release from any claim of misrepresentation or lack of diligence whether in the inducement or act, ARISING FROM ONE PEAR TREE. change OK RL

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of MARCH, A.D., 2004. Signed, sealed and delivered in the presence of: (All rights reserved)

WITNESS: _____

SIGNED: 7 Paul Schuller

WITNESS: _____

STATE OF FLORIDA
COUNTY OF FLORIDA

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared IN PERSON to me he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of MARCH, A.D., 2004.

FLDL# L620-73660-
426-0

Patricia H. Lockhart
Notary Public

(Stamp)



Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Two thousand, forty-eight dollars and 00/100 (\$2,048.00)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC**.

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 12 day of March, 2004.

Sod Farms, Inc.

Signed, sealed and delivered in the presence of:

Peterson H. Lockhart

By: *Diane Holley*
Title: *Sec.*

STATE OF *Florida*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me this 12 day of March, 2004, by _____.

() who is personally known to me, or
☒ who has produced *DRIVERS License* as identification and who did take an oath.



Aimee Fountain
Commission #DD248515
Expires: Sep 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Sign:

Aimee Fountain
STATE OF *Florida* AT LARGE
My Commission expires: *9/9/2007*

FINAL PROJECT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNDERSIGNED, for and in consideration of the sum of **Four hundred, three dollars and 74/100 (\$403.74)**, paid by **Schuller Contractors Incorporated**, herein called "CONTRACTOR", to the UNDERSIGNED, receipt of which consideration is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges CONTRACTOR, its officers, directors, employees, agents, affiliates, sureties, successors, **Seminole County, Florida**, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, policies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the UNDERSIGNED ever had, now has, or which any person or representative, successor or assign of the UNDERSIGNED hereafter can, shall or may have against CONTRACTOR for, upon or by reason of any manner, cause or thing whatsoever in law or in equity from the beginning of the world to the day of these presents, including any cause or action or claim for extended or additional job costs, overhead or lost profits, due to any cause, including claims and demands arising from any claimed delays, disruptions or changes to the work performed in connection with any Subcontract, Purchase Order or otherwise, and pertaining to the Project identified as follows: **Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC**.

THE UNDERSIGNED also specifically releases and quit claims to CONTRACTOR its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the UNDERSIGNED now has or may have against the following described premises:

Northwestern Avenue Erosion & Sedimentation Control Project, Contract #CC-1200-02/BJC

on account of labor performed and/or material furnished for the construction of any improvements thereon, and the UNDERSIGNED now has or might have against any payment and/or performance bond wherein CONTRACTOR is Principal, and **Atlantic Mutual Insurance Company** is Surety, pertaining to the above Project and Premises.

IN WITNESS WHEREOF, the UNDERSIGNED has caused this PROJECT RELEASE to be executed this 4th day of MARCH, 2004.

Sterling Silverscape & Sod Incorporated

Signed, sealed and delivered in the presence of:

By: _____

Title: owner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of MARCH, 2004, by _____.

() who is personally known to me, or

(X) who has produced FLDL# B420-783-58-306-0 as identification and who did take an oath.

NOTARY PUBLIC:

(Seal)

Sign: Patricia H. Lockhart

STATE OF FLORIDA AT LARGE

My Commission expires:



Patricia H. Lockhart
Commission #DD201744
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.