

## **CONSTRUCTION CONTRACTS**

- 27. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1253-04/TLR – Kewannee Trail Water Main with Cathcart Contracting Co. (Certificate of Completion).**

CC-1253-04/TLR provided for all labor, materials, equipment, coordination, and incidentals necessary for the construction of a 12" water main and removal or abandonment of the existing AC 8" water main and PVC 8" force main within the Kewannee Trail right-of-way, from Indian Hills Water Treatment Plant, near Wilshire Boulevard and goes north to Waverly Drive. As of October 14, 2005 all work and documentation have been satisfactory completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Agreement Title: Kewannee Trail Water Main

County Contract No.: CC-1253-04 TLR

Project: Cathcart Contracting Company  
6972 Aloma Avenue  
Contractor: Winter Park, FL 32792

Agreement for CC 1253-04 TLR Agreement Date: 16-FEB-05

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

To: MACPEC  
Engineer  
Cathcart Contracting Company  
6972 Aloma Avenue  
And to Winter Park, FL 32792  
Contractor

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

16-MARCH-05  
Date of Substantial Completion

A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within CONTRACT TIME 28-MAY-05 day 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 Aug 10, 20 05

MACTEC Engineering  
Engineer

By: Todd Schmitt Todd Schmitt

CONTRACTOR accepts this Certificate of Substantial Completion

On 4th AUGUST, 20 05

[Signature]  
Contractor

By: Matt T. Blanton, President

Executed by COUNTY'S Project Manager on September 23, 20 05.

[Signature]  
Project Manager  
Jeffrey F. Thompson, P.E.  
Principal Engineer

**SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION**

Agreement Title: Kewanee Trail WATER MAIN

COUNTY Contract No. CC-1253-04 TUR

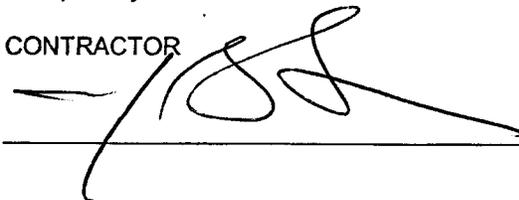
To: CONTRACTOR Cathcart Contracting Company  
6972 Aloma Avenue  
Winter Park, FL 32792

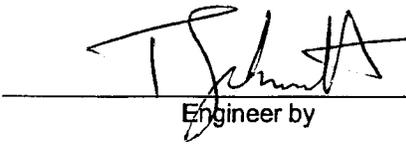
Project Manager \_\_\_\_\_

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 26-MAY-05 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.

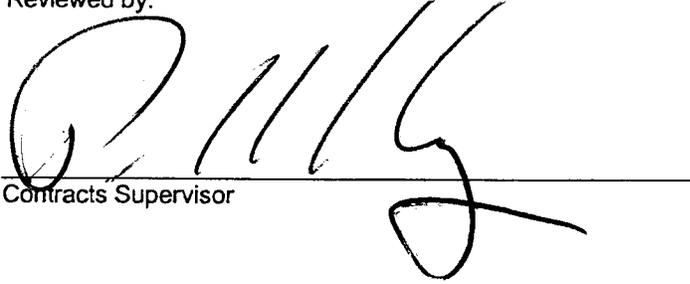
Accepted by:

CONTRACTOR

  
\_\_\_\_\_  
**Matt T. Blanton, President**  
Contractor by

  
\_\_\_\_\_  
Engineer by **Todd Schmitt, VP**  
MACTEC

Reviewed by:

  
\_\_\_\_\_  
Contracts Supervisor

26 Octob-2005  
Date

# CERTIFICATE OF ENGINEER

Agreement Title: Kiwannee Trail Water Main  
County Contract No.: CE-1253-04-TLR  
Agreement Date: 16-FEB-05  
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: 16-FEB-05  
CONTRACTOR's Notice to Proceed: 28 FEB-05  
Days allowed by Agreement: 120  
Extensions granted by C.O.: Ø  
Scheduled Completion Date: 28-may-05  
Work began: 28-FEB-05  
Project Substantially Completed: 16 MARCH-05  
Days to complete: 18  
Underrun: 102  
Overrun: Ø

8/10/05  
Date

[Signature]  
Engineer

**CERTIFICATE OF FINAL COMPLETION**

Agreement Title: Kewannee Trail Water Main

County Contract No: CC-1253-04-TLR

Project: \_\_\_\_\_

Contractor: Cathcart Contracting Company

Agreement for: CC-1253-04-TLR Agreement date: 16-FEB-05

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

To: MACTEC Engineering Engineer

Cathcart Contracting Company  
6972 Aloma Avenue  
Winter Park, FL 32792

To: \_\_\_\_\_ Contractor

To: \_\_\_\_\_  
Seminole County Board of County Commissioners

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

Date of Final Completion: 20-MAY-05

\_\_\_\_\_  
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 8/10, 2005

MACTEK Engineering  
ENGINEER

BY: Todd Schmitt

CONTRACTOR accepts this certificate of Final Completion on 4-AUG, 2005.

[Signature]  
CONTRACTOR

BY: Matt T. Blanton, President

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
BY: \_\_\_\_\_, Chairman

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

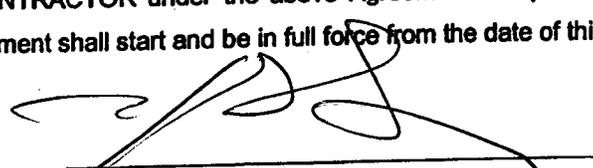
Date: \_\_\_\_\_

**CONTRACTOR'S RELEASE**

Agreement Title: Kewannee Trail Watermain County Contract No.: CE-1253-04 TUR

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 MATT T. BLANTON who, being duly sworn and personally know to me, deposes and says that he/she is PRESIDENT of CATHCART CONTRACTING Co a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Kewannee Trail Watermain, located in Seminole County, Florida, dated the 20<sup>th</sup> day of JULY, 2005, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and 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 \$ 15,658.17 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 \$ 15,658.17 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.

  
Affiant

State of Florida )  
                          ) ss  
County of Orange )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of JULY, 2005, by MATT T. BLANTON, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Claudia A. Bosquez  
Signature

Print name: Claudia A. Bosquez  
Notary Public in and for the County and State Aforementioned

 Claudia A Bosquez  
My Commission DD337930  
Expires July 14, 2008

My commission expires: July 14, 2008

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

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** Cathcart Contracting Company, hereinafter referred to as "Principal" and Westfield 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 \$ 15,778.17 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has constructed certain improvements, and other appurtenances in that certain Project known as Kewannee Trail Water Main, Bid No. CC-1253-04/TLR; and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated 2/16/05, 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 condition 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 4th day of August, 2005.

Address: \_\_\_\_\_  
6972 Aloma Avenue  
Winter Park, FL 32792  
\_\_\_\_\_

Cathcart Contracting Company (SEAL)  
Principal  
By: [Signature] Its: PRESIDENT  
(If a Corporation)

ATTEST: [Signature] Its: secretary  
(If a Corporation)

Address: \_\_\_\_\_  
P O Box 5001  
Westfield Center, OH, 44251-5001  
\_\_\_\_\_

Westfield Insurance Company (SEAL)  
Surety  
By: [Signature]  
Jennifer L. McCarta, Its Attorney-in-Fact

Phone No. (407) 834-0022

Fax No. (407) 260-1767

ATTEST: [Signature]

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JACK W. GUIGNARD, BRYCE R. GUIGNARD, M. GARY FRANCIS, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. MCCARTA, KATIE N. BIRD, MARGIE LYNN MORRIS, BRETT A. RAGLAND, JOINTLY OR SEVERALLY

of LONGWOOD and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 11th day of MAY A.D., 2003 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 11th day of MAY A.D., 2003 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, John T. H. Batchelder, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of August A.D., 2005 .



John T. H. Batchelder

John T. H. Batchelder, Secretary

# 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

MATT T. BLANTON, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office of CATHEART CONTRACTING Co.)

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the KWANNIE TR. WATER MAIN 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

Matt T. Blanton, President  
Title

State of Florida )  
County of Orange ) ss

The foregoing instrument was acknowledged before me this 20th day of JULY 2005, by MATT T. BLANTON, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

Print name: Claudia A. Bosquez  
Notary Public in and for the County and State Aforementioned

 Claudia A Bosquez  
My Commission DD337930  
Expires July 14, 2008

My commission expires: July 14, 2008  
App. Q-1

CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

### WAIVER OF LIEN UPON PROGRESS PAYMENT

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE SUM OF \$335.99 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES, AND /OR MATERIALS FURNISHED THROUGH 3/30/04 TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #5983770. THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE ABOVE SUM AGREES TO WAIVE THEIR RIGHT TO MAKE CLAIMS AGAINST CONTRACTOR FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED THRU DATE ABOVE FOR THE FOLLOWING DESCRIBED:

PROPERTY. KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULEVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON: June 10, 2005

LIENOR'S NAME: UNITED RENDTALS, INC  
ADDRESS: 2300 S. HWY 17-92  
LONGWOOD, FL 32750

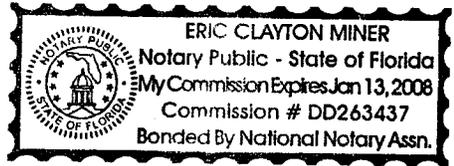
BY: Frank Caffrey  
PRINTED NAME: Frank Caffrey

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Frank Caffrey WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED \_\_\_\_\_ AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT ORANGE COUNTY, THIS 10 DAY OF June 2005.

NOTARY PUBLIC: Eric Clayton Miner



CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

### WAIVER OF LIEN UPON PROGRESS PAYMENT

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE SUM OF \$2,552.15 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES, AND /OR MATERIALS FURNISHED THROUGH 3/29/04 TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #5983770. THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE ABOVE SUM AGREES TO WAIVE THEIR RIGHT TO MAKE CLAIMS AGAINST CONTRACTOR FOR LABOR, SERVICES, AND/OR MATERIALS FURNISHED THRU DATE ABOVE FOR THE FOLLOWING DESCRIBED:

PROPERTY: KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULEVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON: June 3, 2005

LIENOR'S NAME: UNITED RENDTALS, INC.  
ADDRESS: 2300 S. HWY 17-92  
LONGWOOD, FL 32750

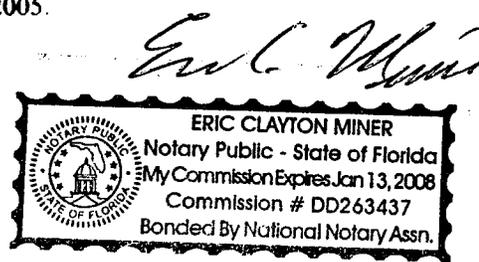
BY: Frank Caffrey  
PRINTED NAME: Frank Caffrey

STATE OF FLORIDA  
COUNTY OF Seminole

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Frank Caffrey WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED \_\_\_\_\_ AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT ORANGE COUNTY, THIS 3 DAY OF June 2005.

NOTARY PUBLIC: \_\_\_\_\_



CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

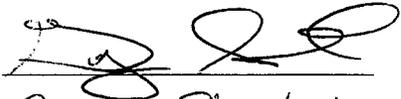
**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF, \$2,340.00 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES AND MATERIALS FURNISHED TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #5983770.

PROPERTY: KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULEVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON: June 9, 2005

LIENOR'S NAME: BETTER PAVING, INC.  
684 SHEPARD ROAD  
ORLANDO, FL 32833

BY:   
PRINTED NAME: Greg Sherlock

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Greg Sherlock WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED \_\_\_\_\_ AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LEIN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT Orange COUNTY, THIS 9th DAY OF June, 2005.

NOTARY PUBLIC Claudia A Bosquez



Claudia A Bosquez  
My Commission DD337930  
Expires July 14, 2008

CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

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

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF, \$189.74 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES AND MATERIALS FURNISHED TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #5983770.

PROPERTY: KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULEVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON: June 1<sup>st</sup>, 2005

LIENOR'S NAME: ANGELO'S AGGREGATE MATERIALS  
DBA ANGELO'S RECYCLED MATERIAL  
1755 20<sup>TH</sup> AVENUE, S.E.  
LARGO, FL 33771

BY:

PRINTED NAME:

[Signature]  
Gary W. Bucholz  
Conteollan

STATE OF FLORIDA

COUNTY OF Pinellas

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED GARY Bucholz WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED \_\_\_\_\_ AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LEIN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT Pinellas COUNTY, THIS 1<sup>st</sup> DAY OF June, 2005.

NOTARY PUBLIC

[Signature]



Tammy Simmons  
MY COMMISSION # DD233517 EXPIRES  
July 20, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

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

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF, \$100.00 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES AND MATERIALS FURNISHED TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #5983770.

PROPERTY: KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULEVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON: 6/1/05

LIENOR'S NAME: C R C TRUCKING INC  
200 NORTH GOLDENROD  
ORLANDO, FL 32807

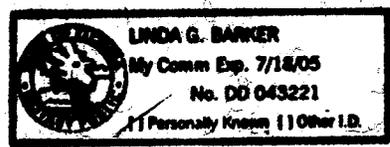
BY: Bill Worley  
PRINTED NAME: BILL Worley

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Bill Worley WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED \_\_\_\_\_ AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT ORANGE COUNTY, THIS 1 DAY OF June 2005.

NOTARY PUBLIC Linda D. Parker



CATHCART CONTRACTING COMPANY  
6972 A LOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

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

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF, \$67.50 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES AND MATERIALS FURNISHED TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #3983770.

PROPERTY: KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULIVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON: MAY 31, 2005

LIENOR'S NAME: MID-FLORIDA MATERIALS DIVISION  
P O BOX 547217  
ORLANDO, FL 32854-7217

BY: [Signature]  
PRINTED NAME: DIRK D. STORY

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED \_\_\_\_\_ AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT Orange COUNTY, THIS 31 DAY OF May, 2005.

NOTARY PUBLIC [Signature]



Diane A. Pecora  
Commission # DD377578  
Expires January 15, 2009  
Bonded Troy Fain - Insurance, Inc. 800-365-7019

CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF, \$740.75 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES AND MATERIALS FURNISHED TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #5983770.

PROPERTY: KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULEVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON: Aug 1, 2005

LIENOR'S NAME: NATIONAL WATERWORKS, INC.  
3333 OLD WINTER GARDEN ROAD  
ORLANDO, FL 32805

BY: Sam A. Etheridge  
PRINTED NAME: Sam A. Etheridge  
DISTRICT MANAGER

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Sam Etheridge WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED \_\_\_\_\_ AS IDENTIFICATION, WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT orange COUNTY, THIS 1<sup>st</sup> DAY OF August, 2005.

NOTARY PUBLIC

[Signature]



Tiffany Robertson  
My Commission DD202082  
Expires April 14, 2007

CATHCART CONTRACTING COMPANY  
6972 ALOMA AVENUE  
WINTER PARK, FLORIDA 32792

OFFICE: (407) 629-2900  
FAX: (407) 677-4212

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF \$1,666.05 HEREBY WAIVES AND RELEASES ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR, SERVICES AND MATERIALS FURNISHED TO CATHCART CONTRACTING COMPANY ON THE JOB OF SEMINOLE COUNTY BCC, KEWANEE TRAIL WATER MAIN, CONTRACT NO. CC-1253-04/TLR, BOND #3983770

PROPERTY KEWANEE TRAIL FROM INDIAN HILLS WATER TREATMENT PLANT, NEAR WILSHIRE BOULEVARD TO WAVERLY DRIVE, SEMINOLE COUNTY, FLORIDA.

DATED ON Aug 2, 2005

LIENOR'S NAME UNITED RENTALS, INC  
2300 S. HWY 17-92  
LONGWOOD, FL 32750

BY

PRINTED NAME

Frank Coffey  
Frank Coffey

STATE OF FLORIDA

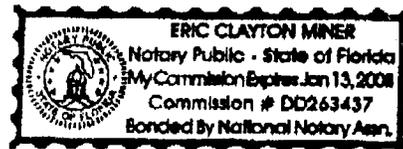
COUNTY OF Seminole

BEFORE ME, A NOTARY PUBLIC PERSONALLY APPEARED Frank Coffey WHO IS PERSONALLY KNOWN TO ME OR WHO HAD PRODUCED AS IDENTIFICATION WHO DID ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE FOREGOING RELEASE OF LIEN FOR THE USES AND PURPOSES THEREIN SET FORTH

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL AT Seminole COUNTY, THIS 2 DAY OF August 2005.

NOTARY PUBLIC

Eric C. Miner



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

JUL 22 2005

PROJECT: **Kewannee Trail Water Main, Bid No. CC-1253-04/TLR**  
(name, address)

TO (Owner):  
[ **Seminole County Board of  
County Commissioners  
1101 East First Street, Room 3208  
Sanford, FL 32771** ]

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: **Construction**

BOND NO: **5983770**  
CONTRACT DATE: **2/16/05**

CONTRACTOR:  
[ **Cathcart Contracting Company** ]

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

**Westfield Insurance Company  
P O Box 5001, Westfield Center, OH, 44251-5001**

, SURETY COMPANY,

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

**Cathcart Contracting Company  
6972 Aloma Avenue, Winter Park, FL 32792**

, CONTRACTOR,

hereby approves of the final payment to the Contractors, 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 Board of County Commissioners  
1101 East First Street, Room 3208, , 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 **19th** day of **July, 2005**.

**Westfield Insurance Company**

Surety Company

Signature of Authorized Representative  
**Jennifer L. Mc Carta, Attorney-In-Fact &  
Florida Licensed Resident Agent**

Title

*Inquiries: (407) 834-0022*

Attest: *Xanani Cordero*  
(Seal):

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

General  
Power  
of Attorney

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

**JACK W. GUIGNARD, BRYCE R. GUIGNARD, M. GARY FRANCIS, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. MCCARTA, KATIE N. BIRD, MARGIE LYNN MORRIS, BRETT A. RAGLAND, JOINTLY OR SEVERALLY**

of **LONGWOOD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**-----

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **11th** day of **MAY** A.D., **2003**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:  
**Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **11th** day of **MAY** A.D., **2003**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **John T. H. Batchelder**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **19TH** day of **JULY** A.D., **2005**.



**John T. H. Batchelder, Secretary**