21. Accept and authorize the Chairman to execute the Certificate of Completion for FC-1152-01/BJC – Timaquan Lift Station Generator Retrofit, with MGI – Morgan General Mechanical Group, Inc., Pompano Beach (Certificate of Completion).

FC-1152-01/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the construction of the Timaquan Lift Station. As of November 8, 2002, all work and documentation has been satisfactorily completed. Environmental Services/Water and Wastewater and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF FINAL COMPLETION

GREENENT TITLE: SEMINOLE COUNTY-TIMAQUAN LIFT STATION)	
COUNTY CONTRACT NO: FC-1152-01	
TIMAQUAN LIFT STATION	
CONTRACTOR: MGT-MORGAN GEN MECHANICAL GROUP, INC	
ACREEMENT FOR: 99,333.00 AGREEMENT DATE:	
This Certificate of Final Completion applies to all Work under the Contract Documents. To: Will Completion applies to all Work under the Contract	\triangle
TO: MGT - Mogan Sen. Mechanical Horizon	W.
TO: CONTRACTOR CO	
SENINGLE COUNTY EDARD 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:	1
WILL Janghy 7/16/02	

p.7

SEMINGLE COUNTY CERTIFICATE OF FINAL INSPECTION

. SEM	INOLE COUNTY TIMAOR	IAN LIFT STATION
COUNTY CONTRACTOR Project Manager		PAL MACH GROUP, INC
by the COUNTY and the Section 14 of the Occurrate provisions of subse	COSTRACTOR on 4/6/67 al Conditions, and is acceptation 13.11 of the General Congress upon and attached.	Kent to be filled out. Ly you and Lake May Bulle;
Accepted by: CONTRACTOR: BY:	21	Dept per Tom Owens
BY: SEE Reviewed	ATTACHED	Date 1/8/02
Contracts Analyst		Date

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE MGI-Morgan General Mechanical Group, Inc., hereinafter referred to a "Principal" and Mid State Surety Corporation 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 \$9,933.30 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as <u>FC-1152-01/BJC</u>; and

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

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

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

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

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

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hercunder 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 18 day of 0ctober , 2002.

Address:	MGI-Morgan General Mechanical (SEAL)p, Inc
3781 NE/1 # AUR	Principal
Pompano Beach, FL 33064	By: Mickael & Its: V.P. (If a Corporation)
	ATTEST: Would Months: VEr (If a Corporation)
Address:	Mid State Surety Corporation (SEAL)
9373 W. Sample Road	1/ / 1/
Ste 206	By:
Coral Springs, FL 33065	Phone No. 954-255-9855
	Fax No. 954-255-9857
	ATTEST:

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.

GROSSE POINTE FARMS, MICHIGAN 48236

POWER OF ATTORNEY

Know All Men By These Presents:

That the MID-STATE SURETY CORPORATION, a corporation of the State of MICHIGAN, having its principal office in the City of Grosse Point Farms, Michigan, pursuant to authority granted by a resolution of its Board of Directors, which reads as follows:

The President, the Vice President, or the Treasurer of this Corporation shall have authority to appoint in writing such attorneys-in-fact, as it. business of the Corporation may require, and to authorize such attorneys-in-fact, and each of them to execute on behalf of the Corporation and bonds, recognizances, stipulations, contracts of indemnity and other undertakings of like character, or to exercise any lesser number of said power as hereinbefore set forth.

"Said appointments shall be attested by the Secretary or a Vice President of this Corporation under its seal. The signature of the Secretary of Vice President to certified copies of such powers of attorney may be original or facsimile, and when the corporate seal is affixed thereto, any third party may rely on said certified copies of powers of attorney as the act and deed of this Corporation. The President, the Vice President Treasurer may revoke any appointment made pursuant hereto, and revoke any and all authority conferred by any such appointment."

does hereby nominate, constitute and appoint

Robert Barra - Bob Barra Bonds, Inc.

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed.

Any and all bonds in an amount not exceeding \$10,000,000.00 in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, and to bind MID-STATE SURETY CORPORATION, thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

IN WITNESS WHEREOF, MID-STATE SURETY CORPORATION of Grosse Pointe Farms, Michigan, has caused these presents to be signed by its proper officer

and its corporate seal to be hereunto affixed this 28th day of ATE SURETY CORPORATIO JOHN J. BARRY, PRESIDENT STATE OF MICHIGAN, COUNTY OF WAYNE

On this 28th day of June, A.D. 2000, personally came before me JOHN J. BARRY, to me known to be the individual and officer of the MID-STATE SURETY CORPORATION of Grosse Pointe Farms, Michigan, who executed the above instrument, and acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that he is the said officer of the Corporation aforesaid and the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said Corporation.

> Gail Trevor Notary Public Macomb County, MI Acting in Wayne County, Mi. My Commission Expires August 2, 2001

Motary Public

Commission Expires August 2,2001

I, the undersigned, Vice President of the Mid-State Surety Corporation of Grosse Pointe Farms, Michigan, a Michigan corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the provisions of the By-Laws of the company and the Resolutions of the Board of Directors set forth in the Power of Attorney, are still in force.

Signed and sealed in the City of Grosse Pointe Farms this 18 day of October

(Seal)

91

AGREEMENT TITLE:

SEMINIOLE COUNTY - TIMAQUAN LIFT STATION

COURTY CONTRACT NO. :

FC-1152-01

AGREEMENT DATE:

6-26-2001

PROJECT:

TIMAQUAN LIFT STATION-LAKE MARY

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

CONTRACTOR Notlfied to Proceed

Days allowed by Agreement

Extensions Granted by C.O.

Total Days Allowable

Scheduled Completion Date

Nurk Began

Project Substantially Completed

Days to Complete

Underrun

Overrun

Date:

6/19/96

was to come from Pete@ EMI

Tom said this

8136576788

CERTIFICATE OF ENGINEEER

App. L-1

CERTIFICATE OF SUBSTANTIAL COMPLETION

AGREEMENT TITLE: SEMINOLE COU COUNTY CONTRACT NO: FC-1152-01 PROJECT:	ONTY-TIMAQUAN LIFT STATION
CONTRACTOR: MGT- MORGAN GAGRERMENT FOR: 99,333.00	GENERAL MECHANICAL GROUP, INC. AGREEMENT DATE:
This Certificate of Substantial Comple Documents or the following specified	stion applies to all Work under the Contract i parts thereof:
Kent	
This is the form for a punch list blueliere all is Nooks like it is	PALMECHANICAL GROUP, INC.
Court's PROJECT MOR	applies has been inspected by authorized INEER, and that Work is hereby declared to noe with the Contract Documents on:
A list of items to be completed or not be all-inclusive, and the failur	corrected is attached hereto. This list may re to include an item in it does not alter the plete and warrant all the Work in accordance il items on the list shall be completed or () Days of the above

CONTRACTOR'S WAIVER OF LIEW (Final and Complete)

	• • • • • • • • • • • • • • • • • • • •		
		ed With CONTRACTOR'S Request For Final Payment	
STATE OF F			
COUNTY OF	BROWARD		
MICHAEL J.	COX	dulle many second of the base of	
TIMAQUAN L	IFT STATION	duly sworn according to law, deposes and says, Mod (Title of Office) of Mod MORAD GONFACH GROW into between the CONTRACTOR and COUNTY for the and that he is authorized to and does make this	PFW
efficavit in	behalf of said Contr	ractor.	
The affiant	further deposes and s	nays:	
his subcontx	SE CONTRACTOR along ha	and in accordance with the terms of the Contract as made all subcontracts, and the CONTRACTOR and all Materials and fixtures and employed all the Work.	
these items materials, fi	nished Bervices, labo have been satisfied ixtures, or services s on or laborer or Mate	n, mechanics, manufacturers and subcontractors or, fixtures or materials or any one or all of d and paid in full for the Work performed, supplied. That the CONTRACTOR is not indebted brials used in connection with the Work in any	
or for any pe with the peri	reconal injury, death ormance of the Work t	claims of any nature, contractual or otherwise, or property damage, arising from or associated that might be the basis of any claim, suit, lien against either the COUNTY or the CONTRACTORS.	
are bresently	Bonds and insurance r in effect and shall the Contract Document	policies required under the Contract Documents not be permitted to expire for the time periods ts.	>
5. This affi	devit is made for the	purpose of inducing the COUNTY to make Final	
COUNTY from	any further liability	Final Payment by CONTRACTOR shall release the y under the Contract Documents.	
		(Signature of Affiant)	
		(Signature of Affiant)	
•			
		VICE-FRESIDENT-GEN MGR	
•		(10-00)	
STATE OF FLO	DRIDA		
COUNTY OF BA) #8 Chilario		
The fo	regoing instrument wa	as acknowledged before methis 9 day of July	
bas produced	2002 by MICHAEL J C	who is personally known to me or who	
,	~~~~	I enul list to	
MY STORES STORY	NNIFER L. MORGAN COMMISSION # CC 972467	Notary Public in and for the County	
7 C 12 21 25 1	EXPLRES: Oct 3, 2004	and State Aforementioned	
Land Committee		My commission expires: 10-03-04	

CONTRACTOR'S WAIVER OF LIEN (Final and Complete) 6/19/96

21

CONTRACTOR'S RELEASE

AGREDICAT TITLZ: SEMINOLE-TIMBUN LIFT STATIS JOURNEY CONTRACT NO .: FC-1152-01

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

MICHAEL TOX, who, being duly swern and personnally known to me, deposes and says that he is NO PES of MITHAELANGUALCO a company and/or comporation authorized to do business under the laws of florida, which is the CONTRACTOR on SEMINOLE—TIMAQUAN LIFT STRUM, located in Seminole County, Florida, dated the 24 day of JUNE, 1900, 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 his 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 EMCINEER; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Work, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under said Agreement. Deponent further days that the final estimate in the amount of \$ 9933.30 which has been submitted to the COUNTY simultaneously with the making of this affidavit Agreement or otherwise, and that acceptance of the sum specified in said 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 quarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

Michael Cop

STATE OF FLORIDA

COUNTY OF BLOWARD)

The foregoing instrument was acknowledged before me this 27 day of JUNE (forporation), a FLORIDA corporation, on behalf of the corporation. Be/She is personally known to me or has produced as identification.

JENNIFER L. MORGAN
MY COMMISSION # CC 972467
EXPIRES: Oct 3, 2004
1-800-3-NOTARY PL Notary Service & Bonding, Inc.

Print Reme_TENUITOR_LANGUARD

Povery Public in and for the County
and State Aforementioned

My commission expires: 10-03-04

GENERAL STATUS INQUIRY

21

Seminole County	Principal MGI-Morgan General Mechanical
1101 Fast First Street	Surety XI Specialty Insurance Company
Sanford, FL 32771	Bond Type P&P Bond Date //Ul
Santoro, ic Sciii	Bond Amount \$99.333.00 HSE #BF00648
	Bond # 1043173
	The state of the s
	Job Description Timaquan Lift Station
	Generator/Retrofit. FC-1152-01/BJC
	001101
s agent for the Surety for the above bond we need a period appropriated and should prove helpful to us both. These in diressed envelope is enclosed.	lic stams report on the progress of the job. Your filling out this brief inquiry will naulres will be sent periodically until the job is satisfactorily completed. A self
Yes If yes, date of final completion: 3/15 No If no, percent completed % An	S/2002 aticipated completion date
Yes If yes, date of final payment No If no, Amount paid to date	
If no, please explain:	_ No
is contractor promptly paying labor, suppliers, If no, please explain:	subcontractors? Yes No
5) Are any liens or withhold notices filed? Yes	No If yes, from whom?
5) Original contract amount \$ 99 233.00 Amount of	of Change orders \$ \(\mathcal{P} \) Final Contract Amount \$ \(\frac{49.333.55}{9.333.55} \)
7) Remarks:	
By Jon Date 7/16	2002 Telephone Number (407)665-2721
	·

BOB BARRA BONDS, INC. 8575 NW 52 PLACE, CORAL SPRINGS, FL 33067 (954)255-9855 FAX (954)255-9857

No 02-24

Ath: Kent Clearwaters

CERTIFICATE OF COMPLETION

CITY OF LAKE MARY, FLORIDA

DEPARTMENT OF COMMUNITY DEVELOPMENT BUILDING DIVISION

	1967
ADDRESS 202 Timacuan Blvd	ZONE
NAME OF BUILDING OR SPACE MGI-Morgan General Mechanical	
TYPE OF CONSTRUCTION concrete pad & generator for lift s	StationOCCUPANCY
TOTAL GROUND FLOOR AREA OF BUILDING SPACE	GROUND FLOOR AREA
HEIGHT OF BUILDING	NUMBER OF STORIES
MAXIMUM OCCUPANTS	MAXIMUM LIVE LOAD
I CERTIFY THAT THE BUILDING OR SPACE AT THE ABOVE ADDRESS HAS BEEN INSI THE LAKE MARY BUILDING CODE, ZONING ORDINANCE AND OTHER LAWS A MAINTENANCE, ALTERATION, REPAIR AND USE OF BUILDINGS AND FACILITIES.	
7/17/02	12 Jones E
DATE ISSUED	BUILDING OFFICIAL By: 1200 1400 1500 1500 1500 1500 1500 1500 15

MUST BE POSTED ON PREMISES

CONSENT OF SURETY TO FINAL PAYMENT



KNOW ALL MEN BY THESE PRESENTS: That the XL SPECIALTY INSURANCE COMPANY, a corporation organized and existing by virtue of the laws of the State of Illinois ("Company" or "Corporation"), does hereby nominate, constitute and appoint, **Bob Barra as an employee of Bob Barra Bonds, Inc.**, its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, the penal sum of no one of which is in any event to exceed \$5,000,000.00, and any and all consents required incident to the release of retained percentages and/or final estimates as required by **Surety Obligees.**

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 5th day of December, 1988:

"RESOLVED, That the President, or any Vice President of the Company or any person designated by any one of them is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company.

FURTHER RESOLVED, That the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following Resolution adopted by the Board of Directors of the Company on August 6, 2001.

"RESOLVED, That the signature of the President of this Company, and the seal of this Company may be affixed or printed on any and all bonds, undertakings, recognizances, or other written obligations thereof, on any revocation of any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances, certificate or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 6th day of August, 2001.

XL SPECIALTY INSURANCE COMPANY

Wisheles W. Brown, Gr.

BY:

PRESIDENT

SEAL SEAL

Attest:

SECRETARY

STATE OF ILLINOIS COUNTY OF COOK

SS.

On this 6th day of August, 2001, before me personally came Nicholas M. Brown, Jr. to me known, who, being duly sworn, did depose and say: that he is President of the Company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order and authority:

DIFFICIAL SEAL
NANCY L STANGEL
NOTARY PUBLIC STATE OF ILLINOIS
NY COMMISSION EXPIRES: 08-04-03

NOTARY PURI IC

STATE OF ILLINOIS COUNTY OF COOK

SS

I, Ben M. Llaneta, Secretary of the XL SPECIALTY INSURANCE COMPANY a corporation of the State of Illinois, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

SEAL SEAL

Commant