
CONSTRUCTION CONTRACTS

- 23. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1257-05/TLR – Lockhart-Smith Canal Erosion Control Project with C.E.M. Enterprises, Apopka (Certificate of Completion).**

CC-1257-05/TLR provides for erosion control improvements for the portion of the Lockhart-Smith Canal that runs from downstream of Rinehart Road north to SR 46 behind the Gateway Plaza, in Sanford. As of October 27, 2005, all work and documentation have been satisfactory completed.

Public Works/Roads-Stormwater and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

AGREEMENT TITLE: Lockhart Smith Canal Erosion Control

COUNTY CONTRACT NO.: CC-1257-05/TLR

AGREEMENT DATE: April 11, 2005

PROJECT: Lockhart Smith Canal Erosion Control Project

CERTIFICATE OF ENGINEER

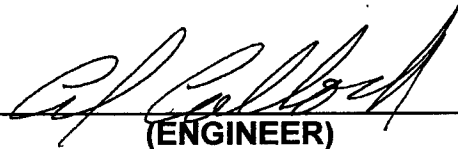
I CERTIFY: that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials, and other charges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

Agreement Date:	<u>April 11, 2005</u>
CONTRACTOR Notified to Proceed:	<u>April 11, 2005</u>
Days allowed by Agreement:	<u>90</u>
Extensions Granted by C.O.	<u>69</u>
Total Days Allowable:	<u>159</u>
Scheduled Completion Date:	<u>July 10, 2005</u>
Work Began:	<u>April 20, 2005</u>
Project Substantially Complete:	<u>September 17, 2005</u>
Days to Complete:	<u>159</u>
Underrun:	<u>0</u>
Overrun	<u>0</u>

Date:

9/29/05

By:


(ENGINEER)

**SEMINOLE COUNTY
CERTIFICATE OF FINAL INSPECTION**

Agreement Title: Lockhart Smith Canal Erosion Control

COUNTY Contract NO.: CC-1257-05/TLR


TO: CONTRACTOR C.E.M.

PROJECT MANAGER: Al Collock

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on **Sept. 17, 2005** (date) in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

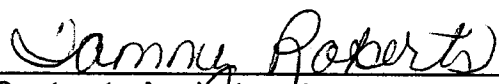
CONTRACTOR

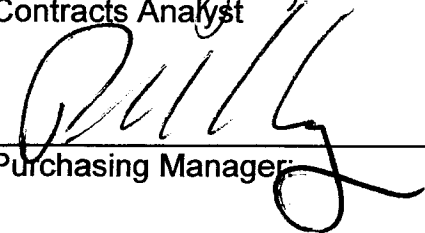
By:  Date: 9-29-05

ENGINEER:

By:  Date: 9/29/05
Seminole County Engineering Division

Approved:

 Date: 10/27/05
Contracts Analyst

 Date: 11/28/05
Purchasing Manager

SEMINOLE COUNTY
CERTIFICATE OF SUBSTANTIAL COMPLETION

AGREEMENT TITLE: Lockhart Smith Canal Erosion Control

COUNTY CONTRACT NO.: CC-1257-05/TLR

PROJECT: Lockhart Smith Canal Erosion Control Project

CONTRACTOR: C.E.M.

AGREEMENT FOR: Construction AGREEMENT DATE: April 12, 2005

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: C.E.M. (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:

September 17, 2005
(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.

CERTIFICATE OF SUBSTANTIAL COMPLETION

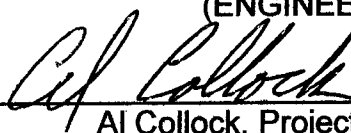
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligations to complete the WORK in accordance with the Contract Documents.

Executed by ENGINEER on:

Seminole County Engineering Division

(ENGINEER)

BY:



Al Collock, Project Manager

CONTRACTOR accepts this Certificate of Substantial Completion ON:

C.E.M. Enterprises

(CONTRACTOR)

BY:



Jesse Entoy

Project Manager

PRINT (Name, Position)

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Lockhart Smith Canal Erosion Control

COUNTY CONTRACT NO.: CC-1257-05/TLR

PROJECT: Lockhart Smith Canal Erosion Control Project

CONTRACTOR: C.E.M.

AGREEMENT FOR: Construction AGREEMENT DATE: April 12, 2005

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

TO: Seminole County Engineering Division (ENGINEER)

TO: C.E.M. (CONTRACTOR)

TO: Carlton D. Henley, Chairman
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:

September 17, 2005
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: _____

Seminole County Engineering Division (Engineer)

By: _____

CONTRACTOR accepts this Certificate of Final completion on:

9-29-05

Date

(CONTRACTOR)

BY: _____

Jeff Estep

CEM. Enterprises

COUNTY accepts this Certificate of Final Completion on

December 13, 2005

Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____

Carlton D. Henley, CHAIRMAN

Clerk of Board of
County Commissioners of
Seminole County, Florida

DATE: _____

CONTRACTOR'S RELEASE

Agreement Title: Lockhart Smith Canal County Contract No.: CC-1257-05/TLR

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 Charles E. Mcels who, being duly sworn and personally know to me, deposes and says that he is President of CEM Enterprises Inc. a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Lockhart Smith Canal, located in Seminole County, Florida, dated the 12 day of April, 2005, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Work, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 46,032.60 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 \$ 46,032.60 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.

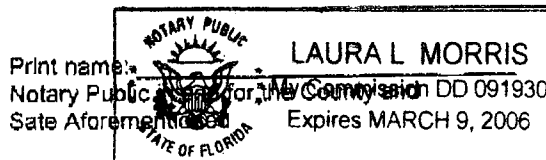
State of Fla.)
County of Orange) ss

[Signature]

Affiant

The foregoing instrument was acknowledged before me this 18 day of October, 2005, by Charles E. Mcels, who is personally known to me or who has produced NA as identification.

[Signature]
Signature



My commission expires: _____

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of Florida County of Orange

Charles E Meeks, being duly sworn according to law, deposes and says that he is the President (Title of Office of CEM Enterprises Inc.

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Seminole County - Lockhart and that he is authorized to and does make this affidavit in behalf of said Contractor. Smith Canal

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

President
Title

State of Fla)
County of Orange) ss

The foregoing instrument was acknowledged before me this 11 day of October, 2005, by Charles E. Meeks, who is personally known to me or who has produced NA as identification.

[Signature]
Signature

NOTARY PUBLIC
LAURA L MORRIS
Print name: My Commission DD 091930
Notary Public in and for the County of Orange, 2006
State of Florida

My commission expires: _____

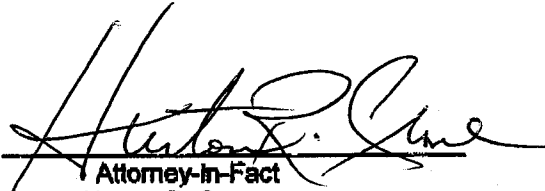
CONSENT OF SURETY TO FINAL PAYMENT

We, the CEM Enterprises Inc., having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of ~~Four hundred sixty thousand~~ three hundred twenty-six and no Dollars (\$ 460,326.00) 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.

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 Hartford Casualty Insurance Co has caused this instrument to be executed on its behalf of its FL Licensed Resident Agent -and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 30th day of September 20 05.

Hartford Casualty Insurance Co
Surety Company


Attorney-In-Fact
Huston R. Crane

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

State of Florida)
County of Orange) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2005, by Huston R. Crane, who is personally known to me or who has produced Personally known as identification.


Signature

Print name: Lisa Reddish Skinrud
Notary Public in and for the County and
State Aforementioned LISA REDDISH SKINRUD
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXPIRES OCT. 20, 2008
My commission expires: COMM. NO. DD351710

THE HARTFORD
HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

☒ Hartford Fire Insurance Company
☒ Hartford Casualty Insurance Company
☒ Hartford Accident and Indemnity Company
☐ Hartford Underwriters Insurance Company

Twin City Fire Insurance Company ☐
Hartford Insurance Company of Illinois ☐
Hartford Insurance Company of the Midwest ☐
Hartford Insurance Company of the Southeast ☐

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

James B. Newman, Huston R. Crane, Michelle S. Delaney, Steven E. Buckner
of
Orlando, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 30, 2005

Signed and sealed at the City of Hartford.



Colleen Mastrosimone

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE CEM Enterprises, Inc., hereinafter referred to as a "Principal" and Hartford Casualty Insurance Co., 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 \$ 460,326.00 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 Lockhart-Smith Canal Erosion Control (CC-1257-05/TLR); and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated 4/12, 2005, 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 18th day of October, 2005.

Address:

1757 Benbow Ct
Apopa, FL 32703

CEM Enterprises, Inc. (SEAL)

Principal

By: [Signature] Its: [Signature]
(If a Corporation)

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

Address:

P.O. Box 568946
Orlando, FL 32856

Hartford Casualty Insurance Co. (SEAL)

Surety

By: [Signature]
Its Attorney-in-Fact

Phone No. 407-859-3691

Fax No. 407-857-0409

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

THE HARTFORD

HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

☒ Hartford Fire Insurance Company
☒ Hartford Casualty Insurance Company
☒ Hartford Accident and Indemnity Company
☐ Hartford Underwriters Insurance Company

Twin City Fire Insurance Company ☐
Hartford Insurance Company of Illinois ☐
Hartford Insurance Company of the Midwest ☐
Hartford Insurance Company of the Southeast ☐

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

James B. Newman, Huston R. Crane, Michelle S. Delaney, Steven E. Buckner
of
Orlando, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Jean H. Wozniak

Jean H. Wozniak
Notary Public

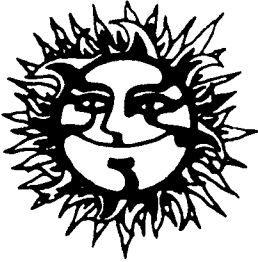
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 18, 2005

Signed and sealed at the City of Hartford.



Colleen Mastrosimone



C.E.M. Enterprises, Inc.

1757 Benbow Court / Apopka, FL 32703 / (407) 884-9148 / Fax: (407) 884-2972
5804 N. Occident Street / Tampa, FL 33614 / (813) 881-1660 / Fax: (813) 881-1770

October 17, 2005

Seminole County
520 W. Lake Mary Blvd.
Sanford, Florida 32773

Re: Lockhart-Smith Canal
Contract #CC-1257-05/TLR

To Whom it May Concern,

Please accept this as our written notice that we will not be filing a claim on the above mentioned project. If you have any questions or require any additional information, please do not hesitate to call me at 407-884-9148.

Thank you,

Charles E. Meeks
President

CEM:af

SUBCONTRACTOR'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

Ray Loudis, being duly sworn according to law, deposes and says that he is the Branch Manager (Title of Office of Hertz Equipment Rental).

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Lockhart Smith Canal and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR 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 SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project 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. 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.

X [Signature]
Signature of Affiant

Branch Manager
Title

State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 18th day of October, 2005, by Ray Loudis, who is personally known to me or who has produced personally known as identification.

[Signature]
Signature

Print name: R. B. April
Notary Public in and for the County and State Aforementioned



R. B. APRIL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD288211
EXPIRES 02/05/2008
BONDED THRU 1-888-NOTARY1

My commission expires: 2/5/2008

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

App. R-1

NOTICE TO OWNER/NOTICE TO CONTRACTOR
(Preliminary Notice, Notice Of Intent To Claim Against Bond)

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.
UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE.
TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

TO THE OWNER:
SEMINOLE COUNTY
1101 E FIRST ST
SANFORD, FL 32771

CUSTOMER:
CEM ENTERPRISES INC
1757 BENBOW COURT
APOPKA, FL 327037730

The undersigned hereby informs you that he has furnished or is furnishing services or materials as follows: Equipment Rental, for the improvement of real property identified as: ROADWORK/CONTRACT # CC-1257-05/TLR ROADWORK. The property is located at: ST RD 46 & HICKMAN CIR, , SANFORD, FL 32771, APN#: . Under an order given by: CEM ENTERPRISES INC, 1757 BENBOW COURT, APOPKA, FL 32703-7730

A demand is made for a copy of the Notice of Commencement to be faxed to 805-522-7171. Any demand made pursuant to Section 716.16(2) or Section 713.16(4) or Section 255.05, Florida Statutes, must be served as follows:

Name of Lienor: Hertz Equipment Rental
3817 NW Expressway
Oklahoma City, OK 73112

FLORIDA LAW PRESCRIBES THE SERVING OF THIS NOTICE AND RESTRICTS YOUR RIGHT TO MAKE PAYMENTS UNDER YOUR CONTRACT IN ACCORDANCE WITH SECTION 713.06, FLORIDA STATUTES. IF JOB IS BONDED UNDER SECTION 713.23 FLORIDA STATUTES, SECTION 255.05 FLORIDA STATUTES OR 270 U.S.C. THE FIRM SENDING THIS NOTICE WILL LOOK TO THE BOND (SURETY CO.) FOR PROTECTION IF NOT PAID. IF PAYMENT BOND EXISTS, FURNISH A COPY TO THE UNDERSIGNED. PROVIDE NAME AND ADDRESS OF BONDING COMPANY. FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOU LIABLE FOR DAMAGES. PLEASE REFER TO THE CRF NUMBER LISTED BELOW WHEN RESPONDING. IF THERE IS MORE THAN ONE CONTRACTOR ON THE ENTIRE PROJECT, PLEASE FURNISH THE UNDERSIGNED WITH A COPY OF EACH CONTRACT.

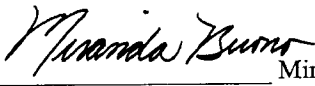
IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's Laws, those who work on your property or provide materials who are not paid have a right to enforce their claim for payment against your property. This claim is known as a Construction Lien. If your contractor fails to pay subcontractors or materials suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF - RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part I, and Chapter 255, Florida Statutes and the meaning of this Notice by contacting an attorney or the Florida Dept. of Business and Professional Regulation.

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Simi Valley, CA on 05/02/05 for Hertz Equipment Rental.

By: 

Miranda Buono / Authorized Agent for Hertz Equipment Rental

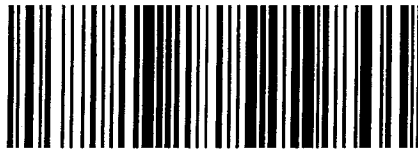
CC: TO ORIGINAL CONTRACTOR
CEM ENTERPRISES INC
1757 BENBOW COURT
APOPKA FL 327037730

CC: TO LENDER, SURETY OR BONDING COMPANY
HARTFORD CASUALTY INSURANCE
5639 HANSEL AVE
ORLANDO FL 32809

CRF #: 161804

Cert #: 7005 0390 0004 8221 6009

Owner



70050390000482216009

5/3/2005

SEMINOLE COUNTY 161804
C/O NEWMAN - CRANE & ACCOCIATES
1101 E FIRST ST
SANFORD, FL 32771

Re: Enclosed Notice

Enclosed you will find a notice that is being sent to you on behalf of Hertz Equipment Rental in regards to the construction project known as ROADWORK/CONTRACT # CC-1257-05/TLR ROADWORK and located at ST RD 46 & HICKMAN CIR , SANFORD, FL 32771.

It is important to note that this notice is not a lien. It is being sent to comply with certain state requirements that may exist and should not reflect in any way on the integrity or credit standing of any of the known interested parties associated with this job.

If any information is incorrect, or if you are not associated with this job, please do not hesitate to contact Hertz Equipment Rental at 800-456-6492.

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of Florida

County of Orange

John C. DePina, being duly sworn according to law, deposes and says that he is the CTA FL Sales Rep (Title of Office of ACF Environmental

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sem. Co. - Lockhart Smith and that he is authorized to and does make this affidavit in behalf of said Subcontractor. Canal

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR 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 SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project 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. 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.

John C. DePina
Signature of Affiant

CTA FL Sales Rep
Title

State of FLA,
County of Orange) ss

The foregoing instrument was acknowledged before me this 12 day of October, 2005, by John C. DePina, who is personally known to me or who has produced N/A as identification.

Laura L Morris
Signature

Print name: LAURA L MORRIS
My Commission DD-091930
Notary Public in and for the County of Orange, State of Florida
MARCH 9, 2006

My commission expires: _____

ACF ENVIRONMENTAL
2831 Cardwell Road
Richmond, VA 23234

CERTIFIED MAIL # 7004 1350 0005 1866 1377

NOTICE TO OWNER

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR

DATE: MAY 6, 2005

TO: SEMINOLE CO BOARD OF COMM.
1101 E FIRST ST
SANFORD, FL 32771

UNDER AN ORDER GIVEN BY CEM ENTERPRISES, INC. DBA SUNSHINE PAINTING.

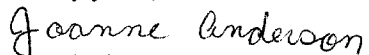
.....
We are providing this:

Materialman's Notice of Materials Supplied to CEM ENTERPRISES, INC. DBA SUNSHINE PAINTING for the LOCKHART-SMITH CANAL EROSION CONTROL Project, located in SEMINOLE CO., FL. ACF Environmental / Landsaver Environmental is furnishing this notice to owner as a material and or labor supplier.

This notice is procedural in nature and in **NO WAY** is a reflection upon the credit of any parties involved with this project. Please note that **THIS NOTICE TO OWNER IS NOT A CLAIM** nor does it indicate in any way that a claim may be necessary. These notices are sent automatically on all jobs where we furnish substantial materials. In this way, we comply with the law in all cases and the owner and other parties of interest are fully informed regarding all materials ordered for this particular project. FLORIDA law prescribes the serving of this Notice and restricts your rights to make payments under your contract in accordance with Section 716.06 Florida Statutes.

If you have any questions, please call me at 800-223-9021, ext 107.

Sincerely yours,


Joanne Anderson
Credit Department

MATERIALS SUPPLIED: SI 104F WOVEN GEOTEXTILE
COPIES SENT:

GENERAL CONTRACTOR:

CEM ENTERPRISES, INC. DBA SUNSHINE PAINTING
1757 BENBOW COURT
APOPKA, FL 32703

CC-1257-05/TLR

ACF ENVIRONMENTAL
2831 Cardwell Road
Richmond, VA 23234

CERTIFIED MAIL: 7004 1350 0005 1867 9242

NOTICE TO OWNER

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR

DATE: August 24, 2005

TO: SEMINOLE COUNTY BOARD OF COMM.
1101 E FIRST ST.
SANFORD, FL 32771

UNDER AN ORDER GIVEN BY CEM ENTERPRISES, INC.....

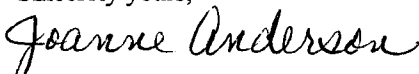
We are providing this:

Materialman's Notice of Materials Supplied to CEM ENTERPRISES, INC. for the LOCKHART SMITH CANAL Project, located in SANFORD, FL. ACF Environmental / Landsaver Environmental is furnishing this notice to owner as a material and or labor supplier.

This notice is procedural in nature and in **NO WAY** is a reflection upon the credit of any parties involved with this project. Please note that THIS NOTICE TO OWNER IS NOT A CLAIM nor does it indicate in any way that a claim may be necessary. These notices are sent automatically on all jobs where we furnish substantial materials. In this way, we comply with the law in all cases and the owner and other parties of interest are fully informed regarding all materials ordered for this particular project. FLORIDA law prescribes the serving of this Notice and restricts your rights to make payments under your contract in accordance with Section 716.06 Florida Statutes.

If you have any questions, please call me at 800-223-9021, ext 107.

Sincerely yours,



Joanne Anderson
Credit Department

MATERIALS SUPPLIED: 4 MM CONICAL WEDGE GRIP

COPIES SENT:

GENERAL CONTRACTOR:
CEM ENTERPRISES, INC.
1757 BENBOW CT.
APOPKA, FL 32703

SUBCONTRACTOR'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
Rod Hyust, being duly sworn according to law, deposes and says that he is
 the Credit Manager (Title of Office of High Reach)

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
Sem. Co. - Lockhart Smith and that he is authorized to and does make this affidavit in
 behalf of said Subcontractor. Conal

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR 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 SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project 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. 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.

Rod Hyust
 Signature of Affiant

Credit Manager
 Title

State of Florida
 County of Seminole

The foregoing instrument was acknowledged before me this 11th day of October
2005 by Rod Hyust, who is personally known to me or who has
 produced N/A as identification.

Jessica Stewart
 Signature

Print name: Jessica Stewart
 Notary Public in and for the County and
 State Aforementioned



My commission expires: _____

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

App. R-1

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER / NOTICE TO CONTRACTOR

Date: **September 1, 2005**

CC-1257-05/TUR

To: **Seminole BCC
County Services Building
1101 East 1st Street
Sanford, Florida 32771**

Certified# **7005 1160 0002 2270 4061**

The undersigned hereby informs you that he or she has furnished Rental Equipment for the improvement of the real property identified as: **Seminole County Canal Project, Hickman Drive, Sanford, Florida 32771**

Under an order given by: **CEM Enterprises, 1757 Benbow Court, Apopka, Florida 32703**

*Florida law prescribes the serving of this notice and
restricts your right to make payments under your contract
in accordance with Section 713.06, Florida Statutes.*

BONDED PROJECTS: In the event that the contract for improvements is bonded pursuant to Section 713.23, Florida Statutes, Section 255.05, Florida Statutes, Title 40, U.S.C. Section 270, or any other form of bond, the undersigned intends to look for protection and payment. **THE UNDERSIGNED HEREBY REQUESTS A COPY OF THE PAYMENT BOND PERTAINING TO THE IMPROVEMENTS FOR THIS PROJECT AND AGREES TO PAY REASONABLE COPY COSTS FOR SAME.**

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. PROTECT YOURSELF:**

--**RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--**LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By: _____



Kristin Curits

Firm: **High Reach Co., LLC**
Address: **615 Hickman Circle, Sanford, Fl. 32771**
Phone: **321-275-2100**

Copies to: **N/A**

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3004994

11897112

11958463

11925629

The undersigned lienor, in consideration of the final payment in the amount of \$ **10.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **CEM ENTERPRISES INC** to the following described property:

**EAGLES POINT-EROSION
LOCKHART SMITH CANAL
OAK CREEK LN/HOWELL CREEK
OVIEDO, FLORIDA
SEMINOLE COUNTY**

This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

Dated on **OCTOBER 28, 2005**

Lienor's Name RINKER MATERIALS of FLORIDA, INC.
Address 3626 Quadrangle Blvd Suite 200
Orlando, Florida 32817

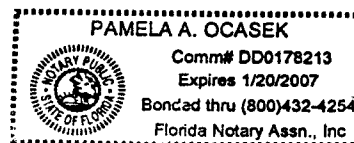
By *Danielle Belcher*
AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED BEFORE ME, by Danielle Belcher (name) as Credit Specialist (title) of Rinker Materials of Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification, and who did not take an oath, this 28th day of October, 2005.

Pala Oc

Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

DRB

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US (Lienor) EVERY TIME YOU PAY YOUR CONTRACTOR.

71073226748006123245

71073226748006123245 - 6123252

SEPTEMBER 1, 2005

NOTICE TO OWNER / NOTICE TO CONTRACTOR

To: (Owner)

71073226748006123245

11958463-SEMINOLE COUNTY BOARD OF COUNTY

COMMISSIONERS

1101 E FIRST STREET

SANFORD FL 32771-1468

CC-1257-OS/TLR

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

CONCRETE, DRYWALL, BLOCK, AGGREGATE REBAR, STUCCO AND/OR MISC BLDG MATL

for the improvements of real property identified as LOCKHART SMITH CANAL; EROSION CONTROL SEMINOLE COUNTY FLORIDA

under an order given by CEM ENTERPRISES INC.

Florida law prescribes the serving of this notice and restricts your rights to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05 or Section 713.23, Florida Statutes Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

(GEN CONTR)

11958463-CEM ENTERPRISES INC

1757 BENBOW COURT

APOPKA FL 32703

(Under an order given by)

CEM ENTERPRISES INC

71073226748006123252

(BOND)

11958463-NEWMAN-CRANE & ASSOCIATES

PO BOX 568946

ORLANDO FL 32856

Jack E. Berrell

By:

JACK E. BERRELL / National Association of Credit Management of Florida, Inc.

Any demand made pursuant to Section 713.16, Florida Statutes, must be directed to the attention of the Lienor's representative at the address of the Lienor shown below.

Authorized Agent for Lienor:

RINKER MATERIALS OF FLORIDA INC

CR DEPT (407)243-5350

3626 QUADRANGLE BLVD STE 200

ORLANDO FL 32817

(REF # : 11958463)

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

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

State of Florida

County of Orange

DANIEL T. MEADOWS, being duly sworn according to law, deposes and says that he is the SALES REPRESENTATIVE (Title of Office of FERGUSON ENTERPRISES

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Sem.co. - Lockhart Smith and that he is authorized to and does make this affidavit in behalf of said Subcontractor. Canal

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR 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 SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project 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. 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

SALES REP
Title

State of)
County of) ss

The foregoing instrument was acknowledged before me this 13 day of Oct, 2005, by Daniel Meadows, who is personally known to me or who has produced NA as identification.

[Signature]
Signature



Print name:
Notary Public in and for the County and State Aforementioned

My commission expires: _____