
CONSTRUCTION CONTRACTS

- 25. Accept and authorize the Chairman to execute the Certificate of Final Completion for DB-607-01/BJC – SR 434 Trail Overpass with Jones Bros., Inc. (Certificate of Completion).**

DB-607-01/BJC provided for all design, labor and materials necessary to construct a new trail overpass on the Cross Seminole Trail to provide a trail connection over State Road 434 (SR 434) in Winter Springs. As of October 21, 2005 all work and documentation have been satisfactory completed.

Public Works/Engineering 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 ENGINEER

Agreement Title: SR 434 Trail Overpass
COUNTY Contract No.: DB-607-01/BJC
Agreement Date: January 13, 2003
Project: CST Overpass @ SR 434

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: January 13, 2003
CONTRACTOR's Notice to Proceed: February 24, 2003
Days allowed by Agreement: _____
Extensions granted by C.O.: 1
Scheduled Completion Date: November 10, 2004
Work began: February 24, 2003
Project Substantially Complete March 25, 2005
Days to Complete _____
Underrun: 0
Overrun: 0

July 29, 2005
Date

David Martin
Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: SR 434 Trail Overpass

COUNTY Contract No.: DB-607-01/BJC

Project: CST Overpass @ SR 434

Contractor: Jones Bros. Inc.

Agreement for: Design /Build Agreement date: January 13, 2003

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

To: Seminole County Engineering Division
Engineer

To: Jones Bros. Inc.
Contractor

To: Seminole County Board of County Commissioners

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

Date of Final Completion: July 29, 2005

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 _____ July 29, 2005

Seminole County Engineering
ENGINEER

By: David White

CONTRACTOR accepts this certificate of Final Completion on 9.26.05, 2005

Jones Bros, Inc

CONTRACTOR

By: J White - Ex VP

COUNTY accepts this Certificate of Final Completion on _____, 2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____, Chairman

Date: _____

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

CERTIFICATE OF FINAL INSPECTION

Agreement Title: SR 434 Trail Overpass
COUNTY Contract No.: DB -607-01/BJC
To: CONTRACTOR Jones Bros. Inc.
Project Manager David W. Martin

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on April 8, 2005 in accordance with Section 14 of the General Conditions, and is acceptable 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:

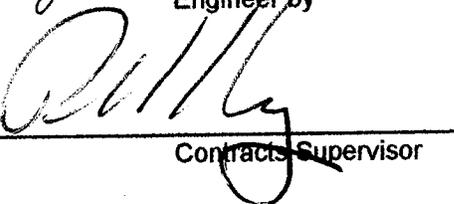
CONTRACTOR


RC MARTIN Contractor by 8.18.05
Date

ENGINEER


David W. Martin Engineer by 7-29-05
Date

Reviewed by:


Contracts Supervisor 11/28/05
Date

CONTRACTOR'S RELEASE

Agreement Title: SR 434 TRAIL OVERPASS County Contract No.: DB-607-01/JBC

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 RC MARTIN who, being duly sworn and personally know to me, deposes and says that he/she is EX-VP of JONES BROS., INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on SR 434 TRAIL OVERPASS, located in Seminole County, Florida, dated the 28TH day of SEPTEMBER, 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 \$ 74,434.70 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 \$ 74,434.70 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.

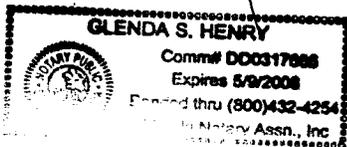
[Signature]
Affiant

State of Florida)
) ss
County of Polk)

The foregoing instrument was acknowledged before me this 28th day of September, 2005, by Roger C. Martin, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature

Print name: Glenda S. Henry
Notary Public in and for the County and
State Aforementioned



My commission expires: 5/09/08

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE JONES BROS., INC., hereinafter referred to a "Principal" and LUMBERMEN'S MUTUAL CASUALTY 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 \$3,093,179.01 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 DB-607-01/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated JANUARY 13TH, 2003, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of one (1) year 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 23 day of August, 2005.

Address:

714-A Ingraham Avenue
Haines City, FL 33844

Jones Bros., Inc. (SEAL)

By: [Signature] Principal
Its: Ex. VP
(If a Corporation)

ATTEST: [Signature] Its: Asst. Sec.
(If a Corporation)

Address:

1 Kemper Drive
Long Grove, IL 60049

Lumbermens Mutual Casualty Company (SEAL)

By: [Signature] Surety
Its Attorney-in-Fact
Robert R. Sargent

Phone No. 847-320-2177

Fax No. 847-320-2068

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.

POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Illinois, having their principal office in Long Grove, Illinois (hereinafter collectively referred to as the "Company") do hereby appoint

Sharon Chamberlain, Lori A. Dierker, Linda J. Jeffrey, Weldon M. Omori, Robert R. Sargent and Stephen A. Squatrito of LONG GROVE, IL (EACH)

their true and lawful agent(s) and Attorney (s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

CONSENT OF SURETY TO FINAL PAYMENT

We, the LUMBERMENS MUTUAL CASUALTY COMPANY, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of THREE MILLION THIRTY NINE THOUSAND + 00/100 Dollars (\$3,039,000.00) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

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.

Lumbermens Mutual Casualty Company
 IN WITNESS WHEREOF, the _____ has caused this instrument to be executed ^{by} on its behalf of its Contract Bond Manager and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 23 day of August 20 05.

Lumbermens Mutual
 Casualty Company
 Surety Company

Robert R. Sargent
 Attorney-in-Fact
 Robert R. Sargent

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

State of Illinois)
) ss
 County of Lake)

The foregoing instrument was acknowledged before me this 23 day of August 20 05, by Robert R. Sargent, who is personally known to me or who has produced co-worker as identification.

L. J. Jeffrey
 Signature

Print name: L. J. Jeffrey
 Notary Public in and for the County and State Aforementioned

My commission expires: 5/17/08



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

RC MARTIN, being duly sworn according to law, deposes and says that he is the EX. V.P. (Title of Office of JONES BROS., INC.)

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the CST OVERPASS @ SR 434 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

EX. VP
Title

State of Florida)
County of Polk) ss

The foregoing instrument was acknowledged before me this 28th day of September, 2005, by Roger C Martin, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature
GLEDA S. HENRY
Notary Public
Expires 5/9/2008
Bonded thru (800)432-4254
Florida Notary Assn. Inc.

Print name: Glenda S. Henry
Notary Public in and for the County and State Aforementioned

My commission expires: 5/09/08
App. Q-1

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

RECEIVE

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

AUG 23 2005

State of FLORIDA County of VOLUSIA

RICHARD E. PROCTOR, JR., being duly sworn according to law, deposes and says that he is the VICE PRESIDENT (Title of Office of EMPIRE TILT-UP SYSTEMS, INC.) SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the SR-434 TRAIL OVERPASS 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.

Signature of Affiant (handwritten signature)

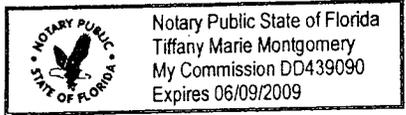
VICE PRESIDENT Title

State of FLORIDA)
County of VOLUSIA) ss

The foregoing instrument was acknowledged before me this 16 day of AUGUST 2005, by RICHARD E. PROCTOR, JR. who is personally known to me or who has produced as identification.

Signature (handwritten signature of Notary Public)

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



My commission expires: 6.9.09

RECEIVED

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

AUG 19 2005

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

State of Florida County of Seminole

Joe W Brooks, being duly sworn according to law, deposes and says that he is the President (Title of Office of Ensley Inc.)

SUBCONTRACTOR/vendor in a Contract entered into between the CONTRACTOR and COUNTY for the SR 434 Trail Overpass 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.

Signature of Affiant (handwritten signature)

President Title

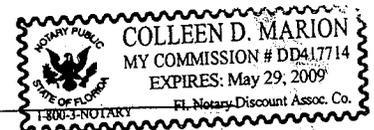
State of Florida)
) ss
County of Seminole)

The foregoing instrument was acknowledged before me this 15th day of August 20 05, by Joe W Brooks, who is personally known to me or who has produced as identification.

Signature (handwritten signature)

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

My commission expires:



SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

RECEIVED

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

AUG 22 2005

State of Florida County of Seminole

Phillip J Fausnight, being duly sworn according to law, deposes and says that he is the President (Title of Office of Fausnight Stripe & Line, Inc. SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the _____ 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.

Phillip J Fausnight
Signature of Affiant

President
Title

State of FLORIDA)
) ss
County of SEMINOLE)

The foregoing instrument was acknowledged before me this 15 day of August, 2005, by PHILLIP FAUSNIGHT, who is personally known to me or who has produced _____ as identification.

Barbara A Bonacci
Signature

Print name: BARBARA A. BONACCI
Notary Public in and for the County and State Aforementioned

My commission expires:  Barbara A Bonacci
My Commission DD084585
Expires January 15, 2006

SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete) **RECEIVED**

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

AUG 22 2005

State of Florida County of Orange

ALVIN WILKERSON, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office of ORANGE REBAR INC.), SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the _____ 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.

Alvin Wilkerson
Signature of Affiant

Pres.
Title

State of Florida)
County of Orange) ss

The foregoing instrument was acknowledged before me this 18th day of August, 2005, by ALVIN WILKERSON, who is personally known to me or who has produced DRIVERS LICENCE as identification.

Mimi M Henderson
Signature

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

My commission expires: _____
Mimi M Henderson
My Commission DD072868
Expires March 01, 2006



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

Brenda Soper, being duly sworn according to law, deposes and says that he is the President (Title of Office of Finishing Systems of Florida, Inc.) SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the _____ 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.

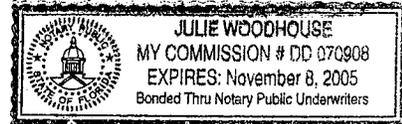
Brenda Soper
Signature of Affiant

Brenda Soper, President
Title

State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 24th day of August, 2005, by Brenda Soper, who is personally known to me or who has produced personally known to me as identification.

Julie Woodhouse
Signature



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

My commission expires: _____

FLORIDA STATUTORY FORM
WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

RECEIVED

AUG 22 2005

The undersigned lienor, in consideration of the FINAL PAYMENT in the amount of \$2,249.38, upon receipt and contingent upon check clearing the bank, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Jones Bros, Inc. on the job of Seminole County (Owner), for improvements to the following described project:

Contract #DB-607-01/BJC
SR 434 Trail Overpass – Seminole County
Job # 759 Est. #5-Final Retention
Winter Springs, FL

The undersigned lienor also certifies that all suppliers and or subcontractors having an interest in the above listed job and or contract have been paid in full along with all associated taxes and any and all other cost.

DATED on August 16, 2005

Florida Industrial Electric, Inc.

1050 Miller Drive

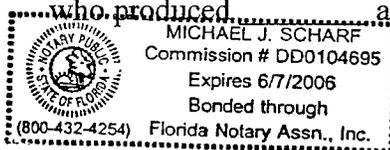
Altamonte Springs, FL 32701

By:

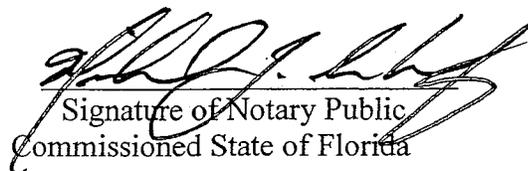


Print Name and Title: Larry Pate, Financial Manager

Sworn to and subscribed before me on this 16th day of August, 2005, By Larry Pate of Florida Industrial Electric, Inc. on behalf of the corporation, who is personally known to me or who produced as identification.



Print, Type or Stamp
Name of Notary Public



Signature of Notary Public
Commissioned State of Florida

Note: This is a statutory form prescribed by Section 713.20 Florida Statutes (2003). Effective October 1, 1996, a person *may not* require a lienor to furnish a waiver or release of lien that is different from this statutory form.

FIE #43033

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$ 10.00
hereby waives and releases its lien and right to claim a lien for labor, services or
materials furnished to **JONES BROS., INC.** on the job of **SR 434 TRAIL OVERPASS**
to the following described property:

**SR-434 TRAIL OVERPASS
CITY OF WINTER SPRINGS
SEMINOLE COUNTY, FL**

DATED on 4/12/05

Lienor's Name: Florida Structural Steel
Address: 2710 5th Avenue
Tampa, FL 33605
By: D. Hale
Printed Name: David Hale

STATE OF Florida
COUNTY OF Hillsborough

Personally appeared before me, this 12th day of April 2005
David Hale (name) who being duly sworn on oath says that he/she
is Vice President (title) of **FLORIDA STRUCTURAL STEEL** and
that he/she hereby acknowledges the execution of the foregoing instrument for and on
special instance and request.

Printed Name: Sarah Dixon
NOTARY PUBLIC-STATE OF Florida

Subscribed and sworn to before me
This 12th day of April 2005.
Sarah Dixon
(notary public)



My Commission Expires: 1/25/2008

FINAL WAIVER OF LIEN AND WAIVER OF CLAIM

WHEREAS, the undersigned Gator Dock and Marine, having contracted with Jones Bros., Inc. to furnish certain material and labor on the following described real property:

S.R. 434 Trail Overpass – Seminole County, Florida – Contract No. DB-607-01/BJC

NOW, THEREFORE, the undersigned, in consideration for a final payment of the sum of \$10.00, does waive, release, and relinquish its right to file a claim or claims or to file a lien or liens for work performed or materials furnished to said property.

Dated on this 28 day of April, 2005

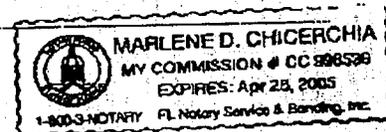
GATOR DOCK & MARINE, INC.
(Company Name)
By [Signature]
(Signature)
A. J. McCloskey Pres.
(Name and Title) (Printed)

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 28 day of April, 2005 by Joe McCloskey (name) who is President (title) of said company. He/She is personally known to me or has produced as identification.

[Signature]
Notary Public

My commission Expires:





SEP 01 2005

FINAL WAIVER & RELEASE OF LIEN

SUBCONTRACTOR/SUPPLIER:

MACTEC ENGINEERING & CONSULTING

PROJECT:

CONTRACT: DB-607-01/BJC
SR-434 TRAIL OVERPASS
COUNTY: SEMINOLE
JOB #759

STATE OF FLORIDA

COUNTY OF ORANGE

KNOW ALL MEN BY THESE PRESENT, that the undersigned, TODD SCHMITT, in consideration of the payment in the sum of \$14,000.00 to be made upon Contractor's receipt of this final waiver and release, and other valuable consideration and benefits to the undersigned accruing, does hereby waive and release any and all liens or right to or claim of lien, under the law, common or statutory, against Jones Bros., Inc., and against that certain real estate and improvements thereon, or project described above on account of work and labor performed, and/or materials furnished in, to or about the improvement situated thereon, or in construction of the property above described, or any part thereof.

This is a Final Waiver and Release of Lien against the premises or project and acknowledgment of payment in full of all sums due.

The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Final Waiver and release. The undersigned further warrants that all charges and costs for labor performed, material furnished and fixtures installed on said premises by the undersigned or his employees or others on his behalf have been fully paid.

IN WITNESS WHEREOF, I (we) have executed this instrument on this 6th day of SEPTEMBER, 2005.

Julien D. Stelly
NOTARY PUBLIC



My Commission Expires Oct 1, 2005
Atlantic Bonding Co., Inc.

AUTHORIZED SIGNATURE

Todd Schmitt
NAME

Vice President
TITLE

Please return to: MACTEC ENGINEERING & CONSULTING
10000 W. US HWY 90, SUITE 100
ORLANDO, FL 32837
(407) 227-5776



The Reinforced Earth Company

The Reinforced Earth Company Unconditional Final Waiver of Lien

8614 Westwood Center Drive
Suite 1100
Vienna, VA 22182-2233
Telephone: (703) 821-1176
Telefax: (703) 821-1816
www.reinforcedearth.com

RECo Project # 15807

The undersigned is a supplier for Jones Brothers Inc.
to fabricate and furnish Reinforced Earth wall materials for the project known as
Sr 434 Pedestrian Overpass, of which the State
of Florida is owner.

The undersigned, for, and in consideration of the sum of \$ 209,618.92
and other good and valuable consideration, hereby waives, releases, and relinquishes any
right it may have, including the rights of its agent, employees, and suppliers to file a lien
under the statutes of the State of Florida against the materials
delivered, the project, or the Contractor's funds.

The validity of this release and final waiver is contingent upon the negotiation by the
undersigned of final payment check in the amount of \$ 0

Done this 20th day of April, 2005

The Reinforced Earth Company
8614 Westwood Center Drive, Suite 1100
Vienna, VA 22182-2233

By: [Signature]
Title: CFO

Sworn to and subscribed before me on this 20 day of April, 2005
in the County of Fairfax, State of Virginia.

Notary Public: [Signature]

My Commission Expires: August 31, 2009

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

3048437

11291370

The undersigned lienor, in consideration of the progress 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 through **MARCH 25TH 2005** to **JONES BROTHERS INC.** to the following described project:

**434 PEDESTRAIN OVERPASS
LONGWOOD, FL
SEMINOLE COUNTY**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Dated on **APRIL 27TH** , 2005

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

By Melissa Foster

SWORN TO AND SUBSCRIBED BEFORE ME, by MELISSA FOSTER (name) as AUTHORIZED AGENT (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 27TH day of APRIL, 2005.

Shane Connor
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.

MAF

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

Wesley Rose, being duly sworn according to law, deposes and says that he is the President (Title of Office of Rose Fence Co.), SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the SR 434 Trail Overpass 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.

Wesley Rose
Signature of Affiant

President
Title

State of Fla)
County of ORANGE)^{ss}

The foregoing instrument was acknowledged before me this 22nd day of August, 2005, by Wesley Rose, who is personally known to me or who has produced _____ as identification.

Lynn Marie Reid
Signature

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



My commission expires: _____

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
Cliff Hickey, being duly sworn according to law, deposes and says that he is
the Pres. (Title of Office of Pres Southern Landcopy)
SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the
None Used 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.

Cliff Hickey
Signature of Affiant

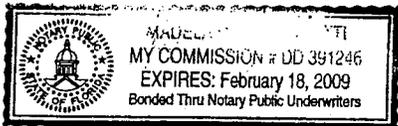
Pres./Owner
Title

State of Florida,
County of Orange } ss

The foregoing instrument was acknowledged before me this 17th day of August,
2008, by Cliff Hickey, who is personally known to me or who has
produced None as identification.

Madelaine F. Magnotti
Signature

Print name: Madelaine F. Magnotti
Notary Public in and for the County and
State Aforementioned



My commission

WAIVER & RELEASE OF LIEN UPON PROGRESS PAYMENT

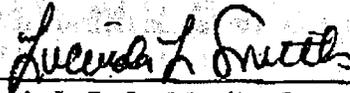
The undersigned lienor, in consideration of the progress payment in the amount of **\$10.00** hereby waives and releases its lien and right to claim for labor, services or materials furnished through **February 20, 2005** to **Jones Brothers, Inc.** on the job of **Seminole County** on the following described property:

**Seminole Trail over SR 434
Seminole County, Florida**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

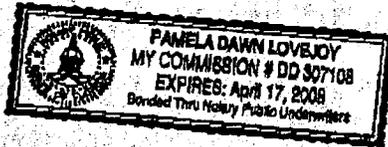
Dated on **May 4, 2005**

SUNBELT RENTALS, INC.



Lucinda L. Smith, CC-Orlando, Florida

Sworn to and subscribed before me by **Lucinda L. Smith** who is personally known to me and who did not take an oath, this **4th** day of **May 2005**.


FL Notary Public

NOTE: This is a statutory form prescribed by Section 713.20, FL 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.

LLA

**SUNBELT RENTALS, INC
CENTRAL FLORIDA - CREDIT DEPARTMENT
314 W Landstreet Rd., Orlando, FL 32824
407-816-1591 Fax 407-816-6760**