28. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1223-03/TLC – Repair Central Transfer Station Anvil Top Tipping Floor with Intron Technologies, Inc., Jacksonville (Certificate of Completion).

CC-1223-03/TLC provided for all labor, materials, equipment, transportation, coordination and incidentals necessary for the repair of the Central Transfer Station Anvil Top Tipping Floor. As of November 09, 2004, all work and documentation have been satisfactory completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Repair Central Transfer Station Anvil Top Floor

County Contract No.: CC-1223-03/TLC

Project: Repair Central Transfer Station Anvil Top Tipping Floor

Contractor: Intron Technologies, Inc.

Agreement for repair services Agreement Date: 02/23/04

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

To: Brown and Caldwell
Engineer

And to Intron Technologies, Inc.
Contractor

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

03/27/04
Date of Substantial Completion

A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within N/A (_____) day of the above date of Substantial Completion.

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

Executed by ENGINEER on APRIL 07, 20 04

BROWN AND CALDWELL
Engineer

By: Robert E. Wakowsky

CONTRACTOR accepts this Certificate of Substantial Completion

On April 8th, 2004.

Intron Technologies, Inc.
Contractor

By: Todd Windsor

Executed by COUNTY'S Project Manager on April 21, 2004.

Project Manager

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Repair Central Transfer Station Anvil Top Floor

COUNTY Contract No. CC-1223-03/TLC

To: CONTRACTOR Intron Technologies, Inc.

Project Manager Carol Hunter

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on May 17, 2004 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

Intron Technologies, Inc.
Contractor by

Brown and Caldwell
Engineer by

Reviewed by:

Contracts Supervisor

8 Nov 04
Date

CERTIFICATE OF ENGINEER

Agreement Title: Repair Central Transfer Station Anvil Top Floor

County Contract No.: CC-1223-03/TLC

Agreement Date: 2/23/04

Project: Repair Central Transfer Station Anvil Top Tipping Floo

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:	02/23/04	
CONTRACTOR's Notice to Proceed:	03/05/04	
Days allowed by Agreement:		30
Extensions granted by C.O.:		0
Scheduled Completion Date:	04/03/04	
Work began:	03/05/04	
Project Substantially Completed:	03/27/04	
Days to complete:		23
Underrun:		7
Overrun:		

06/16/04
Date

Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Repair Central Transfer Station Anvil Top Floor

County Contract No: CC-1223-03/TLC

Project: Repair Central Transfer Station Anvil Top Tipping Floor

Contractor: Intron Technologies, Inc.

Agreement for: repair services Agreement date: 02/23/04

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

To: Brown and Caldwell
Engineer

To: Intron Technologies, 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: 06/05/04

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 June 16, 2004

Brown and Caldwell
ENGINEER

BY: Robert E. Kubosky

CONTRACTOR accepts this certificate of Final Completion on 6-17, 2004.

Intron Technologies, Inc.
CONTRACTOR

BY: [illegible]

COUNTY accepts this Certificate of Final Completion on _____, 20_____.

ATTEST:

BOARD OF COUNT COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

BY: _____
, Chairman

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

Date: _____

CONTRACTOR'S RELEASE

Agreement Title: Repair Central Transfer Station Anvikl Top Floor County Contract No.: CC-1223-03/TLC

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 Jody Windsor who, being duly sworn and personally know to me, deposes and says that he/she is Jody Windsor of Intron Technologies, Inc company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Central Transfer Station, located in Seminole County, Florida, dated the 17th day of June, 20 04 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 $ 9,658.76 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 $ 9,658.76 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start ~~and be in~~ full force from the date of this release as spelled out in the Contract Documents.

Affiant

State of Florida)
) ss
County of Duval)

The foregoing instrument was acknowledged before me this 17th day of June, 20 04, by Jody Windsor, who is personally known to me or who has produced _____ as identification.

Signature

KELLY J. BOEHMER
Notary Public, State of Florida
My comm. exp. Feb. 28, 2008
Comm. No. DD 289467

Print name: Kelly J. Boehmer
Notary Public in and for the County and Sate Aforementioned

My commission expires: 2-28-2008

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 Duval

Jody Windsor, being duly sworn according to law, deposes and says that he is the President (Title of Office of Intron Technologies, Inc., CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Tipping Floor Repair 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 of Affiant

President
Title

State of Florida)
) ss
County of Duval)

The foregoing instrument was acknowledged before me this 17th day of June, 2004, by Jody Windsor, who is personally known to me or who has produced _____ as identification.

Signature

KELLY J. BOEHMER
Notary Public, State of Florida
My comm. exp. Feb. 28, 2008
Comm. No. DD 289467

Print name: Kelly J. Boehmer
Notary Public in and for the County and State Aforementioned

My commission expires: 2-28-2008

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the cleared final payment in the amount of $ 28,644.30 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished by **INTRON TECHNOLOGIES, INC.** on the job of **Seminole County, Tipping Floor Resurface**.

DATED on May 5th, 20 04.

Lienor's Name Florida Waterproofing Supply Inc.
Address 2435 SW 32nd Avenue, Pembroke Park, Fl 33023

By Terry J. Townson
Printed Name Vice President

Sworn to and subscribed before me by
Terry J. Townson
who produced identification/personally known
to me as Vice President
this 5th day of May, 20 04.

Rachel White
Notary Public

My commission expires: 9/9/04

Rachel White
Commission # CC 956247
Expires Sep. 9, 2004
Bonded Thru
Atlantic Bonding Co., Inc.
(Seal)

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.

CONSENT OF SURETY TO FINAL PAYMENT

Bond #10001561

We, the Capitol Indemnity Corporation, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of * Dollars ($ 132,740.00) 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.

*ONE HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED FORTY AND 00/100

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

IN WITNESS WHEREOF, the Capitol Indemnity Corporation has caused this instrument to be executed on its behalf of its _____ and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 18th day of May 20 04.

CAPITOL INDEMNITY CORPORATION
Surety Company

Attorney-in-Fact
ROBERT T. THEUS

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

State of FLORIDA)
) ss
County of DUVAL)

The foregoing instrument was acknowledged before me this 18TH day of MAY, 20 04 by ROBERT T. THEUS, who is personally known to me or who has produced PERSONALLY KNOWN as identification.

Signature

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

ANNETTE EVANS
Notary Public, State of Florida
My comm. expires April 29, 2006
Comm. No. DD 105773

My commission expires: 4/29/06

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

10002372

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

---------- ROBERT T. THEUS, FITZHUGH K. POWELL, JR., MARY P. MULCAHEY OR ROGER R. HURST ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- NOT TO EXCEED $2,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on this 15th day of May, 2002.

"**RESOLVED**, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Treasurer, this 1st day of October, 2003.

Attest:

Thomas K. Manion
Treasurer

CAPITOL INDEMNITY CORPORATION
CORPORATE
SEAL
WISCONSIN

CAPITOL INDEMNITY CORPORATION

David F. Pauly
President and CEO

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of October, 2003 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN
KATHLEEN
A.
PAULSON
NOTARY PUBLIC

Kathleen A. Paulson
Notary Public, Dane Co., WI
My Commission Expires 10-15-2006

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 18th day of May, 2004.

CAPITOL INDEMNITY CORPORATION
CORPORATE
SEAL
WISCONSIN

James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON BLUE SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-002M (10-03)

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

Bond #1001561M

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Intron Technologies Inc, hereinafter referred to a "Principal" and Capitol Indemnity Corporation 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 $8421.00 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 Repair Central Transfer Station Anvil Top Tipping Floor (CC-1223-03/TLC); and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated Feb 23, 20 04, 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 1 day of May, 20 04.

Address:
4859 Victor St.
Jacksonville, FL
32207

Intron Technologies Inc. (SEAL)
Principal

By: [signature] Its: Pres.
(If a Corporation)

ATTEST: [signature] Its: Ofc. Mgr.
(If a Corporation)

Address:
4610 University Ave
Madison WI 57305

Capitol Indemnity Corporation (SEAL)
Surety

By: [signature]
Its Attorney-in-Fact

Phone No. 904-353-3181

Fax No. 904-353-5722

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.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

10016158

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

---------- ROBERT T. THEUS, FITZHUGH K. POWELL, JR., MARY P. MULCAHEY OR ROGER R. HURST ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- NOT TO EXCEED $2,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on this 15th day of May, 2002.

"**RESOLVED**, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Treasurer, this 1st day of October, 2003.

Attest:

Thomas K. Manion
Treasurer

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

CAPITOL INDEMNITY CORPORATION

David F. Pauly
President and CEO

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of October, 2003 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN KATHLEEN A. PAULSON NOTARY PUBLIC

Kathleen A. Paulson
Notary Public, Dane Co., WI
My Commission Expires 10-15-2006

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 18 day of May, 2004.

CAPITOL INDEMNITY CORPORATION CORPORATE SEAL WISCONSIN

James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON BLUE SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-002M (10-03)