

**17. Award CC-1198-02/BJC – Miscellaneous Bridge Rehabilitation Project, to CEM Enterprises, Inc., Apopka (\$338,500.00 per year).**

CC-1198-02/BJC will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for bridge rehabilitation in various locations, on an as needed basis throughout Seminole County.

This project was publicly advertised and the County received three (3) responses. The Review Committee, which consisted of Jimmy Beach, Program Manager/Roads Division; Fred Mueller, Sr. Technician and Jeff Thurman, Sr. Team Leader, evaluated the submittals. Consideration was given to the firm's qualifications, experience and cost of the project.

The Review Committee recommends award of the contract to the lowest responsible, responsive Bidder, CEM Enterprises, Inc., Apopka, in the not-to-exceed amount of \$338,500.00 per year.

Public Works/Road and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

**B.C.C. - SEMINOLE COUNTY, FL  
BID TABULATION SHEET**

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: CC-1198-02/BJC  
 BID TITLE: Miscellaneous Bridge Rehabilitation throughout Seminole County  
 OPENING DATE: February 19, 2003, 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	CEM Enterprises Inc. 1757 Benbow Ct. Apopka, FL 32703 Ph. 407 884-9148 Fx. 407 884-2972 Charles Meeks, President	Sieg & Ambachtsheer, Inc. 1445 Cassadaga Road DeLand, FL 32724 Ph. 386 775-3835 Fx. 386 775-3474 Victoria C. Lane, Vice President	M & J Construction Co. 809 S. Safford Ave. Tarpon Springs, FL 34629 Ph. 727 938-6478 Fx. 727 934-4665 Nick Kokkinos, President
<b>TOTAL AMOUNT OF BID</b>	<b>\$338,500.00</b>	<b>\$469,950.00</b>	<b>\$518,663.40</b>
Bid Form	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes

Posted: 2/19/2003

Recommendation: 3/21/03 – CEM Enterprises Inc. will be presented to the BCC for award on 4/8/03.

**AGREEMENT (CC-1198-02/BJC)**

**CC-1198-02/BJC - Miscellaneous Bridge Rehabilitation throughout**

**Seminole County**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida, whose address is \_\_\_\_\_, hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**W I T N E S S E T H:**

**Section 1. Services.** The COUNTY does hereby retain the CONTRACTOR to furnish all labor, equipment, transportation, coordination and incidentals necessary to perform those tasks generally described as, but not limited to, miscellaneous bridge rehabilitation services and repairs throughout the County and as directed by the Roads Division Project Manager, Exhibit A. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

**Section 2. Authorization for Services.**

(a) Authorization for performance by the CONTRACTOR under this agreement shall be at the direction of the Roads Division Project Manager. Completion time for each project shall be determined by the Roads Division Project Manager. Each order shall describe the

services required, state the dates for commencement and completion of work and establish the amount and method of payment. The orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**Section 3. Term.**

This Agreement shall take effect on the date of its execution by the COUNTY and shall remain in effect for a two (2) year period. This Agreement may be renewed, at the sole option of the County for two (2) additional one (1) year periods.

**Section 4. Compensation.**

(a) The COUNTY agrees to compensate the CONTRACTOR for performance of the Work in accordance with the Contract Documents and this Agreement on the basis of the Price Schedule (Exhibit B) and the amount determined for each Order.

(b) The compensation for all CONTRACTORS under CC-1198-02/BJC shall not exceed the sum of THREE HUNDRED THOUSAND AND NO/100 (\$338,500.00) per year.

**Section 5. Fee Compensation and Payment Procedures.**

(a) CONTRACTOR shall submit Applications for Payment and Invoices in accordance with the General Conditions. Applications for Payment will be processed by Project Manager as provided in the General Conditions.

**Section 6. Contractor's Representations.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, possible Work, locality, weather, Seminole County Purchasing Code and Procedures and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

**Section 7. Contract Documents.** The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) Performance Bond.
- (e) Payment Bond.
- (f) General Terms and Conditions.
- (g) Change Orders.
- (h) Instructions To Bidders
- (i) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies

There are no Contract Documents other than those listed above in this Section 7. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

**Section 8. Miscellaneous.**

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

(d) Authorization for performance under this Agreement shall be at the direction of the Roads Division Project Manager.

**Section 9. Contractor's Specific Consideration.** In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific

consideration is included in the Contract allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

**Section 10. Notices.** Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Seminole County Roads Division  
177 Bush Loop  
Sanford, Florida 32773

**For CONTRACTOR:**

CONTRACTOR's Superintendent  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 11. Conflict of Interest.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10 (F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**Section 12. Material Breaches of Agreement.**

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by COUNTY, the COUNTY shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as

material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR on their behalf.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, Secretary By: \_\_\_\_\_, President  
(Corporate Seal) Date: \_\_\_\_\_

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA  
\_\_\_\_\_  
MARYANNE MORSE, Chairman  
Clerk to the Board of Date: \_\_\_\_\_  
County Commissioners of  
Seminole County, Florida.

For the use and reliance As authorized for execution by  
of Seminole County only. the Board of County Commission  
Approved as to form and ers at their \_\_\_\_\_,  
legal sufficiency 20\_\_\_\_, regular meeting.

\_\_\_\_\_  
County Attorney  
BJC

PERFORMANCE BOND  
(25,000.00)  
Seminole County Contract No. CC-1198-02/BJC

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

Contractor's Telephone Number: \_\_\_\_\_

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Surety's Telephone Number: \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than twenty-five thousand (\$25,000.00) and 00/100 dollars.

Seminole County's Telephone Number: \_\_\_\_\_ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the miscellaneous improvements to multiple County owned buildings. Work described in CC-1198-02/BJC.

Legal description of the property: Multiple locations. Seminole County Bridge Rehabilitation in various locations within the County.

General description of the Work: Miscellaneous Bridge Rehabilitation on an as needed basis.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

**NOW, THEREFORE,** the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and
3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding

initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the principal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal (Contractor)

By \_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

Name \_\_\_\_\_  
(Type)

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness to Principal

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness to Principal  
Name \_\_\_\_\_  
(Type)

ATTEST:

By \_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

Name \_\_\_\_\_  
(Type)  
(Corporate Seal)

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-fact

Name \_\_\_\_\_  
(Type)

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

**ATTACH** a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**PAYMENT BOND**  
(\$25,000.00)  
Seminole County Contract Number: CC-1198-02/BJC

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

Contractor's Telephone Number: \_\_\_\_\_

a \_\_\_\_\_, hereinafter after called  
(Corporation, Partnership, or Individual)

Principal, and \_\_\_\_\_ )  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Surety's Telephone Number: \_\_\_\_\_

herein called Surety, are held and firmly bound unto \_\_\_\_\_  
SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called  
"COUNTY", in the sum of twenty-five thousand DOLLARS, (\$25,000.00) in lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves,  
successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: \_\_\_\_\_ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain Agreement with the COUNTY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for  
Work described in CC-1198-02/BJC.

Legal description of the property: Multiple locations. Seminole County Bridge  
Rehabilitation in various locations within the County.

General description of the Work: Miscellaneous bridge rehabilitation on an as needed basis.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

□

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_

Name \_\_\_\_\_  
(Type)  
  
(Corporate Seal)

Name \_\_\_\_\_  
(Type)

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Witness to Principal

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness to Principal

Name \_\_\_\_\_  
(Type)

ATTEST:

By \_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

Name \_\_\_\_\_  
(Type)

Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

(Corporate Seal)

By \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

**WORKMANSHIP BOND  
(\$25,000.00)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** \_\_\_\_\_, hereinafter referred to a "Principal" and \_\_\_\_\_, 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 twenty five thousand (\$25,000.00) and 00/100 dollars 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 CC-1198-02/BJC and as assigned by Work Orders and

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

**WHEREAS**, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of one (1) year from the date of Completion of each Work Order.

**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 one (1) year from the date of Completion of each Work Order, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal (SEAL)  
By: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

ATTEST: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)  
By: \_\_\_\_\_  
Its Attorney-in-Fact

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

ATTEST: \_\_\_\_\_

Note: 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.

**SEMINOLE COUNTY, FLORIDA  
PROVISIONS FOR  
CONTRACTOR'S INSURANCE**

Section 1     GENERAL

The CONTRACTOR shall not commence Work until the CONTRACTOR has, at the CONTRACTOR's own cost, procured the insurance required under this Section and such insurance has been approved by the County's Risk Management Division.

1.1 Before commencing Work, the CONTRACTOR shall furnish the County's Purchasing Department with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 3. The Certificate of Insurance shall provide that the County's Purchasing Department shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the County's Purchasing and Contracts Division with a renewal or replacement Certificate of Insurance not less than thirty (30) days before the expiration or replacement of the insurance for which a previous certificate has been provided.

1.2 The Certificate shall contain a statement that it is being provided in accordance with the Contract Documents and that the insurance is in full compliance with the requirements of the County. Provide further, that in lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the County's Purchasing Department submit a sworn and notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Contract Documents and that the insurance is in full compliance with the requirements of the Contract Documents.

1.3 In addition to providing the Certificate of Insurance pursuant to the above, if required by the County's Purchasing Department, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the County's Purchasing Department with a certified copy of each of the policies of insurance providing the coverage required by Section 3.

1.4 Before commencing Work, the CONTRACTOR shall (except as permitted under Section 3.4.5 furnish the County's Purchasing Department with the original of the policy or policies of insurance evidencing the insurance required by Section 3, upon request, and the original or certified copy of the policy or policies of insurance evidencing the insurance required by Section 3 as appropriate. The policy or policies of insurance shall be signed by the authorized representative of the insurer(s). Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the County's Purchasing Department with renewal or replacement policies of insurance, as required by this Section not less than thirty (30) days before the expiration or replacement of the policies which have previously been provided.

1.5 Neither approval by the County's Purchasing Department nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for liability, damages and accidents.

1.6 Deductible/self-insured retention amounts shall be subject to approval by COUNTY, and shall be reduced or eliminated upon written request from COUNTY. The insurer's cost of defense including attorney's fees (and attorney's fees on appeal) shall not be included within the policy coverage but shall remain the responsibility of insurer.

1.7 All policies of insurance required to be purchased and maintained by CONTRACTOR shall provide for the insurer's consent by endorsement or otherwise permitting the COUNTY to occupy or use any completed or partially completed portion of the Work and providing that such use does not invalidate or void the insurance coverage.

1.8 If not covered under the "all risk" insurance, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work including all Materials stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

1.9 In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and CONTRACTOR as their interests may appear.

1.10 The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this Section will be borne by CONTRACTOR.

1.11 Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, shall in no way relieve or decrease the liability of CONTRACTOR. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance at once.

1.12 COUNTY's authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

1.13 Named Insured: The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees must be included as named insured.

## **Section 2     INSURANCE COMPANY REQUIREMENTS**

Insurance companies providing the insurance under the Contract Documents must meet the following requirements.

2.1 Such companies must be either (a) authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of

Florida to conduct business in the State of Florida or (b) with respect only to the coverage required by Section 3.1 (Workers' Compensation/Employers' Liability) authorized as a group self-insurer by Florida Statute 440.57.

2.2 In addition, such companies other than those authorized by Florida Statute 440.57 shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3 If, during the period which an insurance company is providing the insurance coverage required by the Contract Documents, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Florida Statute 440.57, or 3) fail to maintain the Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the County's Purchasing Department and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of the Contract Documents. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the County's Purchasing Department, the CONTRACTOR shall be deemed to be in default of the Contract Documents.

### **Section 3 SPECIFICATIONS**

Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Contract Documents, the insurance shall become effective prior to the commencement of Work by the CONTRACTOR and shall be maintained in force until Final Completion or such other time as required by the Contract Documents. The amounts and types of insurance shall conform to the following minimum requirements.

#### **3.1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY (MANDATORY - NO EXCEPTIONS)**

3.1.1. The CONTRACTOR's insurance shall cover the CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

3.1.2. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

**3.2. COMMERCIAL GENERAL LIABILITY**

3.2.1. The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

3.2.2. The CONTRACTOR shall maintain separate limits of coverage applicable only to the Work performed under the Contract Documents. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	<u>Limits</u>	
General Aggregate Limit (Other than Products) (Completed Operations)	\$	<b>-PER REQUIRED LIMITS</b>
Products-Completed Operations Aggregate Limit	\$	<b>- PER REQUIRED LIMITS</b>
Personal & Advertising Injury Limit	\$	<b>- PER REQUIRED LIMITS</b>
Each Occurrence Limit	\$	<b>- PER REQUIRED LIMITS</b>
Fire Damage Limit	\$	nil
Medical Expense Limit	\$	nil

3.2.3. The CONTRACTOR (applicable to construction contracts only) shall continue to maintain Products/Completed Operations coverage for a period of three years after Final Completion. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements. The CONTRACTOR shall maintain separate limits of coverage applicable specifically to the Work performed under the Contract Documents. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) with amounts specified for each project:



officers and employees and only to claims arising out of or in connection with the Work under the Contract Documents.

3.4.4. Notice of Cancellation and/or Restriction: A policy must be specifically endorsed to provide the County's Purchasing Department with thirty (30) days notice of cancellation and/or restriction.

3.4.5. As an alternative to providing the COUNTY with Owners Protective Liability Coverage, CONTRACTOR may satisfy the requirements of this Section by naming the Owner (and if required, the Engineer) as Additional Insured on the CONTRACTOR's Commercial General Liability policies (inclusive of any amounts provided by an Umbrella or Excess policy). In this event, such policies must be endorsed to provide the COUNTY (and, if required, the Engineer) with thirty (30) days notice of cancellation and/or restriction.

### **3.5 BUILDER'S RISK**

When a Work includes construction of and/or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

3.5.1. Form: All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30.

3.5.2. Amount of Insurance: 100% of the completed value of such addition(s), building(s) or structure(s).

3.5.3. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide the Builder's Risk coverage and will continue to apply until final acceptance of the building(s), addition(s), or structure(s) by the COUNTY.

3.5.4. Maximum Deductible: \$5,000 each claim.

3.5.5. Named Insured: The Board of County Commissioners of Seminole County, Florida, its officials, or officers and employees must be included as named insured.

3.5.6. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the County's Purchasing Department with thirty (30) days notice of cancellation and/or restriction.

3.5.7. Flood Insurance: When buildings or structures are located within an indemnified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

### **3.6            INSTALLATION FLOATER**

If the Work includes the installation of machinery and/or equipment into an existing structure, the following insurance coverages must be provided on that machinery and/or equipment.

- 3.6.1.            Form: "All Risk" including Installation and Transit.
- 3.6.2.            Amount of Insurance: 100% of the "installed replacement cost value".
- 3.6.3.            Valuation: 100% of the "installed replacement cost of value".
- 3.6.4.            Cessation of Insurance: Coverage is not to cease and is to remain in force (subject to cancellation notice) until Final Acceptance.
- 3.6.5.            Maximum Deductible: \$5,000 each claim.
- 3.6.6.            Named Insured: The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees must be included as named insured.
- 3.6.7.            Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the Purchasing Department with thirty (30) days notice of cancellation and/or restriction.
- 3.6.8.            Flood Insurance: When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

NOTE: IT IS NOT NECESSARY THAT THE CONTRACTOR PROVIDE BOTH A BUILDER'S RISK AND INSTALLATION FLOATER. IF THE WORK INCLUDES CONSTRUCTION OF AN/OR ADDITIONS TO ABOVE GROUND BUILDINGS OR STRUCTURES, BUILDER'S RISK, BUT NOT INSTALLATION FLOATER, COVERAGE MUST BE PROVIDED. WHEN THE WORK INCLUDES THE INSTALLATION OF MACHINERY AND/OR EQUIPMENT INTO AN EXISTING STRUCTURE, BUT DOES NOT CONTEMPLATE CONSTRUCTION OF OR ADDITION TO THE STRUCTURE ITSELF, ONLY THE INSTALLATION FLOATER MUST BE PROVIDED.

### **Section 4            COVERAGE**

The insurance provided by CONTRACTOR pursuant to the Contract Documents shall apply on a primary basis and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or the County's officials, officers or employees shall be excess of and not contributing with the insurance provided by the CONTRACTOR.

**Section 5**      **PROVISION**

Workers' Compensation Policy, Commercial General Liability, Business Auto Policy and the OCP Policy required by the Contract Documents shall be provided on an occurrence rather than a claims-made basis.

**Section 6**      **OBLIGATIONS**

Compliance with the foregoing requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligations under a section or any other portions of the Contract Documents.

**Section 7**      **AGREEMENT**

In consideration of the contract, if awarded, the CONTRACTOR shall agree without reservation to the indemnification and insurance clauses of the Contract Documents.

**Section 8**      **REQUIRED LIMITS OF INSURANCE**

The minimum amounts of insurance (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

8.1      **Workers' Compensation/Employers' Liability**

8.1.1      **Part One:** There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, the Longshoremens and Harbor Workers' Compensation act or any other coverages required by the Contract Documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

8.1.2      **Part Two:** The minimum amount of coverage required by the Contract Documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000	(Each Accident)
\$ 500,000	(Disease - Policy Limit)
\$ 500,000	(Disease - Each Employee)

8.2      **Commercial General Liability:** The limits are to be applicable only to Work performed under the Contract Documents and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2501) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$Three Times the Each Occurrence Limit
Products/Completed Operations Aggregate	\$900,000
Personal and Advertising Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage (any one fire)	\$300,000

Medical Expense (any one person) \$300,000

8.3 Business Auto Policy

Each Occurrence Bodily Injury and Property  
 Damage Liability Combined \$300,000  
 Annual Aggregate (if applicable) \$Three Times the Each  
 Occurrence Limit

8.4 Owners Protective Liability Coverage: The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the CONTRACTOR shall be the same as the amounts shown above as the minimum occurrence and policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the COUNTY and the COUNTY's officials, officers, agents and employees and only to claims arising out of or in connection with the Work under the Contract Documents. Requirement for OCP Policy shall be waived provided the CONTRACTOR shall require that its insurer name the COUNTY (and if required, the Engineer) as Additional Insured on the CONTRACTORs Commercial General Liability (inclusive of amounts provided by an Umbrella or Excess policy).

8.5 Property Insurance: If the Contract Documents include construction of or additions to above ground buildings or any structure, the CONTRACTOR shall provide Builder's Risk Insurance with the minimum amount of insurance to be 100% of the completed value of such addition(s), building(s) or structure(s).

8.6 Installation Floater: If the Contract Documents do not include construction of or additions to above ground buildings or structures, but does involve the installation of machinery or equipment, the CONTRACTOR shall provide an Installation Floater with the minimum amount of insurance to be 100% of the completed value of such addition(s), building(S) or structure(s).

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**GENERAL CONDITIONS**

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## **SECTION 1 - DEFINITIONS**

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

**Addenda** - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

**Agreement** - The written Agreement between COUNTY and Contractor covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

**Change Order** – Shall mean a written order to the Contractor, signed by the County, authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract and/or Work Order, or the Work Order Performance Period or Completion Time issued after execution of the Agreement or issuance of a Work Order.

**Completion Time** – Shall mean the number of days specified on a Work Order for completion of the Work on that Work Order.

**Contract Time** - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

**Contract Amount** – Shall mean the total estimated (not-to-exceed) award amount.

**Contractor** - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof who has entered into the Agreement with COUNTY for the performance of the Work. The term "Contractor" means Contractor or its authorized representative.

**COUNTY** - Seminole County, a political subdivision of the State of Florida; the owner.

**Day** - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

**Defect or Defective** - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

**Laws and Regulations; Laws or Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and local governments.

**Non-Standard Work Hours** – Shall refer to 5:00 P.M. through 7:00 A.M. and any time during a weekend.

**Owner** - Refer to definition of COUNTY.

**Project** - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

**Project Manager** - The authorized representative of County who is assigned to the Project.

**Site** – Shall mean the area upon or in which the Contractor's operations pursuant to work specified in a Work Order is carried out on and such other areas adjacent thereto as may be designated as such by the Project Manager.

**Standard Work Hours** – Shall mean the hours of 7:00 A.M. through 5:00 P.M.

**Subcontractor** - An individual, partnership, corporation, joint venture, or other combination thereof having a Sub agreement with Contractor for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a Sub agreement with another Subcontractor to perform any of the Work at the site.

**Supplier** - A manufacturer, fabricator, Supplier, distributor, material man or vendor.

**Surety** - The corporate body which is bound by the Bonds required by the Contract Documents with and for the Contractor and which agrees to be responsible for performance of the Work for which the Agreement has been made and for payment of all costs pertaining thereto.

**Work** - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the Contract Documents and/or Work Orders. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the Contractor's expense.

**Work Order** – Shall mean any order issued against the basic contract for improvement/construction Work in accordance with its terms and conditions.

## **SECTION 2 – WORK AUTHORIZATION**

The County shall issue a Work Order Request to the Contractor based upon a specific requirements for work that is within the scope of this contract. The Contractor shall respond to the County within seventy-two (72) hours for non-emergency work and within two (2) hours for emergency work.

The Project Manager shall review the work and the proposed scope and prices and upon acceptance of the proposal, issue a Work Order to the Contractor. The Project Manager will provide Purchasing with a copy of the Work Order. The Work Order shall specify the number of days to completion for the work covered by the Work Order.

## **SECTION 3 - CONTRACT DOCUMENTS; INTENT AND REUSE.**

**Applicable Law; Intent** - The Contract Documents comprise the entire agreement between COUNTY and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be governed by the laws of the State of Florida and venue shall be in Seminole County for state actions and the Middle District of Florida for federal actions.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or Equipment, such words shall be interpreted in accordance with that meaning. Reference to specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental entity whether such reference be specific or by implication, shall mean the latest specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of COUNTY, Contractor, Project Manager, or any of their consultants, agents or employees from those expressly set forth in the Contract Documents, nor shall it assign to COUNTY or Project Manager, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these General Conditions.

If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to Project Manager in writing at once, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Project Manager. However, Contractor shall not be liable to COUNTY or Project Manager for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof. Project Manager will promptly investigate the matter and respond to Contractor with an interpretation or clarification. After Contractor's discovery of such a conflict, error or discrepancy, or after the date when Contractor should have reasonably known thereof, until the interpretation or clarification is obtained from Project Manager, any Work done by Contractor which is directly or indirectly affected by same, will be at Contractor's own risk and Contractor shall bear all costs and delay arising there from.

In resolving conflicts, errors or discrepancies, the Contract Documents shall be construed as one, what is required by one document shall be construed as being required by all Contract Documents.

**Use of Forms Provided** - Unless COUNTY provides in writing to the contrary, only those forms provided by COUNTY with the sole exception of the Bid Bond shall be used and no modifications or substitutions shall be allowed.

**Re-use of Documents** - Neither Contractor nor any Sub Contractor or Supplier or other person or organization (other than COUNTY) shall acquire any title to or have ownership rights of any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER OF RECORD; and they shall not be reused on extensions of the Project or any other project nor shall they be generally published without written consent of COUNTY.

#### **SECTION 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

**Availability of Lands** - COUNTY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, Rights-of-Way and easements (permanent or temporary construction easements), and those other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise provided in the Contract Documents. If the Contractor believes that any delay in the County's furnishing these lands or easements entitles him to an extension of the Contract Time, he may take a claim therefore as indicated in these General Conditions. The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

**Resolution of a Report of Differing Physical Conditions** - Promptly after receipt of notice from Contractor, Project Manager will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests, and advise COUNTY in writing of his findings and conclusions. Until such time when Contractor resumes the affected Work (and at all times thereafter), Contractor shall be responsible for the safety and protection of the affected Work.

If COUNTY, with the advice of Project Manager, concludes that the conditions do materially differ, and that the Contract Documents need to be amended, COUNTY shall, without invalidating the Agreement and without notice to any Surety by duly executed Change Order, order the necessary changes in the Work, as long as COUNTY has not exercised its rights to terminate the Agreement. Upon receipt of that order, Contractor shall promptly proceed or continue with the Work involved pursuant to the conditions stated in the order.

#### **SECTION 5 - BONDS**

Performance and Materials and Workmanship Bonds issued in a sum of \$25,000.00 each by a surety company considered satisfactory by the County will be required from the successful Proposer(s) for purposes of insuring the faithful performance of the obligations imposed by the resulting contract and for purposes of protecting the County related to work perform by the Contractor(s).. The Bonds will be included in the Contract Documents and said forms must be properly executed by the surety company and successful Proposer.

## **SECTION 6 – CONTRACTOR'S RESPONSIBILITIES**

**Supervision** - Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for all means, methods, techniques, scheduling, sequences and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among Contractor's employees and all Sub Contractors and Suppliers. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

No Work shall be performed by any Sub Contractors without the Contractor's Representative physically present on the Work site.

The Contractor's Representative at all Project meetings shall discuss the Progress Schedule and summary bar charts relating to coordination and scheduling and the work of others at the Project site.

**Personnel and Working Hours** - Contractor shall at all times maintain good discipline and order at the site. Contractor is prohibited from smoking in all buildings, from playing radios, compact disc players, televisions, etc., while working on any County project. In addition, Contractor shall ensure that their crew and sub-contractors wear proper attire, maintain a neat and orderly appearance, clean work areas daily, carry company identification cards, and wear company identification tags on clothing. Contractor is also responsible for protecting the public from the project site, and to ensure the project site and work do not create unsafe conditions.

It is the contractor's responsibility to protect the demolition/renovation area from any non-construction activities, and vice versa.

Contractor shall provide competent, qualified personnel to perform improvement/construction as required by the Contract Documents. Contractor is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed within the Contract Time. Failure to fully man the Project with supervisory personnel and skilled workers shall be cause for termination of Contractor.

**Contractor's Responsibilities for Furnishing** - Unless otherwise specified in the Work Orders/Contract Documents, Contractor shall furnish and assume full responsibility for all Materials, Equipment, labor, transportation, construction Equipment and machinery, tools, appliances, fuel, power, light, heat, ventilation, cooling, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by Contractor and to be incorporated into the completed Work shall be furnished to COUNTY through Contractor. All material and equipment will be new except as otherwise provided in the Contract Documents. If required by the Project Manager, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and

conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors except as otherwise provided in the Contract Documents.

Contractor shall obtain from Suppliers of all Materials, products and Equipment, complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, Contractor shall notify Project Manager in writing of such conflict as soon as reasonably possible. Failure to provide such written notice before proceeding with the Work affected thereby shall be certification by Contractor that the Specification requirements will be met by the Materials, products and Equipment, and that the cost and time required to perform or complete the Work affected thereby have been included in the Contract Price and in the schedule for the performance of the Work within the Contract Time.

**Equivalent Materials and Equipment** - Whenever Materials or Equipment are specified or described in the Work Order by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by Project Manager if sufficient information is submitted by Contractor to allow Project Manager to determine that the material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of material and Equipment will not be accepted by Project Manager from anyone other than Contractor.

Project Manager shall be the sole judge of acceptability, and no substitute shall be ordered or installed without Project Manager's prior written acceptance. However, COUNTY reserves the right to reject any proposed substitute which would result in an increase in Contract Price or Contract Time, and COUNTY may require Contractor to furnish at Contractor's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, Contractor shall not be excused from producing Work in conformity with the requirements of the Contract Documents.

**Concerning Sub Contractors, Suppliers and Others** - Contractor shall not employ any Subcontractor, Supplier or other person or organization (including but not limited to those who are to furnish the principal items of Materials or Equipment), whether initially or as a substitute, against whom COUNTY or Project Manager may have reasonable objection. Contractor shall be fully responsible for all acts and omissions of his Subcontractors and Suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or Project Manager and any Subcontractor or Supplier or other person or organization having a Sub agreement with Contractor, nor shall it create any obligation on the part of COUNTY or Project Manager to pay or to see to the payment due any Subcontractor, Supplier or other person or organization, except as may otherwise be required by law. COUNTY or Project Manager may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done. No Subcontractor, Supplier or other person or organization shall be a third party beneficiary of this Contract.

All Work performed for Contractor by a Subcontractor, Supplier or other person or organization will be pursuant to an appropriate Sub agreement between Contractor and the Subcontractor, Supplier or other person or organization which specifically binds the Subcontractor, Supplier or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

**Patent Fees and Royalties** - Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

**Permits** - Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of the Work Order. Contractor shall pay all charges of public utility charges except as provided in the Contract Documents.

**Laws and Regulations** - Contractor shall give all notices and comply with all Laws and Regulations applicable to the Work. If Contractor observes that the Contract Documents are at variance therewith, Contractor shall give Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to Project Manager, Contractor shall bear all costs arising there from.

Contractor shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

**OSHA Regulations** - It is the responsibility of the Contractor to guarantee that all OSHA regulations applying to this job are adhered to all times.

In compliance with Chapter 442, Florida Statutes, if any Release Order involves the shipping of any item designated as a toxic substance, such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is defined as any chemical or mixture in gaseous, liquid or solid state, that appears on the "Florida Substance List", promulgated by the Department of Labor and Employment Security, is manufactured, produced, used, applied or stored in the workplace; and causes a significant risk to safety or health during, or as a proximate result of any customary or reasonable foreseeable handling or use. Regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 255 1 Executive Center Circle West, Tallahassee, Florida 32301-5014, telephone number 1-800-367-4378. The MSDS must be maintained by the user's agency and must include the following information:

- The chemical name and the common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance, including:
- The potential for fire, explosion, corrosiveness, and reactivity.
- The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to

the toxic substance; and

- The primary routes of entry and symptoms of overexposure.
- The proper precaution, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance, including appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security  
 Bureau of Industrial Safety and Health  
 Toxic Waste Information Center  
 255 1 Executive Center Circle West  
 Tallahassee, Florida 32301-5014

**Use of Premises** - Contractor shall confine his Equipment, the storage of Materials and Equipment and the operations of workers to areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment. At the project site the Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property. In the event the Contractor desires to have access to the project site, or perform work or operations pertaining to the contract on, over or from non-County property adjacent to the project site, the Contractor shall obtain written authorization to do so from the respective adjacent property owner's prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless in the event of any liability, loss, injury, or claim incurred as a result of the Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with a notarized, certified copy of such written authorization(s) before the Contractor commences work or operations or use of such property in connection with work or operations pursuant to this contract.

**Safety and Protection** - Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by Contractor including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, Underground Facilities and utilities not designated for removal, relocation or replacement in the course of construction

regardless of whether such other property is indicated in the Contract Documents. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as Project Manager issues a notice to COUNTY and Contractor that the Work is acceptable.

**Emergencies** - In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or COUNTY, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give COUNTY prompt written notice if Contractor believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by Change Order. If the emergency was not due to the fault or negligence of Contractor, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in Contractor's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in the Contract Documents.

**Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend (provide and pay for legal defense) COUNTY, Project Manager and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, and cost and attorney's fees on appeal, arising or allegedly arising in any manner out of, related to, resulting from, or in connection with the performance of the Work, both on and off the Project site, including any act or omission of Contractor, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of the Work.

In any and all claims against the indemnified parties by any employee of Contractor, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable, by or for Contractor, or any Subcontractor, or any supplier, or other person under Workers' compensation acts, disability benefit acts, or other employee acts.

The obligations of Contractor shall not extend to the liability of Project Manager and their consultants, directors, officers, employees and agents and each of their directors, officers, employees, and agents arising out of, or resulting from, or in connection with the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing were the sole and exclusive cause of the loss, damage, or injury.

Contractor shall also indemnify and hold harmless and defend (provide and pay for legal defense) COUNTY and Project Manager and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs (including costs and attorney's fees on appeal), which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and the Contractor's obligations under the Contract Documents. Such costs, expenses, and damages shall include all costs including attorneys'

fees and costs and attorneys' fees and costs on appeal incurred by the indemnified parties in any lawsuit to which they are a party.

At COUNTY's sole option and utilizing attorneys agreeable to COUNTY, Contractor shall defend all suits or claims as set out in this Section.

In the event that COUNTY incurs costs contrary to this indemnification agreement, COUNTY shall be entitled to deduct these costs from the Contract and Work Order Price by issuing a Change Order.

**Contractor Not Agent of COUNTY** - Contractor shall perform all Work under the Contract Documents as an independent Contractor and shall not be considered an agent of COUNTY, nor shall Contractor's Subcontractors or Suppliers or employees be considered agents of COUNTY. Contractor and not COUNTY shall be solely responsible to any and all Subcontractors and Suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

**Protection of Historical Properties** - Contractor shall comply with Florida's Archives and Historical Act (Chapter 267, Florida Statutes) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the Work.

Contractor shall be responsible for immediately reporting to the governmental entity or agency with jurisdiction any archaeological features which are encountered or unearthed during the performance of the Work, and for protecting same to the satisfaction of such governmental entity or agency. Contractor shall absorb all related delay, extension or acceleration costs, however caused, except that if COUNTY and Contractor believe the delays require an extension in Contract Time, COUNTY shall authorize the necessary change in Contract Time only and Contractor shall not be entitled to any increase in Contract Price and Work Order.

**Protection of Structures.** Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

**Hazardous or Toxic Waste.** When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste such operations shall be discontinued in the vicinity of the abnormal conditions and the Project Manager shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

The Contractor's operations shall not resume until so directed by the Project Manager.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous or toxic waste, and the contract

does not include pay items for disposal, payment will be made as provided in 4.4, Resolution of a report of Differing Physical Conditions.

**Final Cleaning Up of Job Site.** Upon completion of the Work, and before Acceptance and Final Payment will be made, the Contractor shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

Any overpayment by COUNTY to Contractor shall be promptly repaid to COUNTY upon demand.

**No Conflict with Laws or Regulations** - The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

**Partial Invalidity.** If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

**Safety and Protection** - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the Project and other persons who may be affected thereby:
- B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto including trees, shrubs, lawns, walks,

pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body or public or private utility service organization having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and the progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and subsequent revisions and addenda as published by the U. S. Department of Transportation, Federal Highway Administration and adopted by the Florida Department of Transportation. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property or all damage, disruption, discontinuance or other loss to any utility system or roadways caused directly or indirectly, in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the Contractor; except damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the County, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.

The Contractor will be responsible for the prevention of accidents at the site.

**Cleaning Up** - The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents

### **SECTION 7 - WORK BY OTHERS**

The County may perform additional Work at the site by itself, or it may let other direct contracts which shall contain General Conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the Contractor will coordinate and cooperate with the applicable entity responsible for this portion of the work.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenance within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the contract.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenances or the

operation of moving them.

If any part of the Contractor's work depends (for proper execution of results) upon work of any such other contractor (or the County), the Contractor will inspect and promptly report to the Project Manager in writing any defects, deficiencies or delays in such work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the other work, except as to defects, deficiencies and delays which may appear in the other work after the execution of the work.

The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly, and fit it to receive or be received by such other Work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager.

If the performance of additional Work by other Contractors or the County is not noted in the Work Order prior to the execution of the Work, written notice thereof shall be given to the Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Work Order Time, he may make a request in accordance to the Contracts Documents.

#### **SECTION 8 - CHANGES IN THE WORK**

Without invalidating the Agreement, the County may at any time or from time to time by written order or directive have additions, deletions or revisions made to the Contract or as specified in individual Work Orders; authorized by Change Orders. Upon receipt of a written Change Order, the Contractor will proceed with the change in the work so ordered or directed. In the event the County directs the Contractor to make a change in the Work, and if the County and the Contractor do not arrive at a mutually acceptable increase or decrease in the Work Order Amount, the Contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

In the event the County issues the Contractor a written order or directive to change the work and if the County and the Contractor do not arrive at a mutually acceptable increase or decrease in the contract price at the time the written order or directive is issued the Contractor shall not use such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or completion of any of the work ordered, directed or required pursuant to the Change Order. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Work Order price or any extension or shortening of the Work Order completion time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Work Order Price or any extension of the completion Time of a Work Order, except in the case of an emergency.

If a Payment Bond and a Performance Bond has been required, it is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or

change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly and an amended bond document furnished to the County.

### **SECTION 9 - CHANGE OF CONTRACT PRICE**

The amount specified on individual Work Orders constitutes the total compensation payable to the Contractor for performing the specified work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Work Order Price.

The Work Order price may only be changed by written Change Order issued by the County. To be eligible for consideration by the County, any claim for an increase in the Work Order Price shall be in writing and delivered to the Project Manager within reasonable time of the occurrence of the event giving rise to the claim. All claims for adjustment in the Work Order Price shall be determined by the Project Manager. Any change in the Work Order Price shall be incorporated in a Change Order. In the event the value of any work covered by a Change Order is not mutually agreed to by the County and the Contractor prior to the County issuing the Contractor a written order or directive to proceed with the changed work the County, without the Change Order document being executed by the Contractor, shall not be prevented from issuing the Change Order, nor shall the Contractor fail to proceed without delay with the changed work as ordered or directed by the County.

### **SECTION 10 - CHANGE OF CONTRACT/WORK ORDER PERFORMANCE PERIOD**

The Work Order Performance Period or the performance period of any Work Order may only be changed by a Change Order. Any claim for an extension in the Work Order Performance Period to be eligible for consideration shall be in writing and delivered to the Project Manager within reasonable time of the occurrence of the event giving rise to the claim. All claims for adjustment in the Work Order Performance Period shall be determined by the Project Manager. Any change in the Work Order Performance Period resulting from any such claim shall be incorporated in a Change Order.

The Contract may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the County; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Work Order are of the essence to the Agreement. The provisions of this Section shall not exclude recovery for damages for delay by the Contractor.

In the event the Contractor submits a written claim requesting an extension in the Work Order performance period, whether such request relates to the County's issuance of a Change Order or for delays beyond the control of the Contractor, the Contractor shall submit with the claim supporting data, information, etc., indicating why the established contract schedule and completion times cannot be met or maintained. The fact that the work has been changed by a change order, or that a delay has occurred beyond the control of the Contractor, shall not of or by itself be considered as justification for an extension in the contract time unless or until it is established by the Contractor and approved by the County that the established contract time is insufficient for the Contractor to perform or complete the work required by the contract.

**SECTION 11 - WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee** -The Contractor warrants and guarantees to the County that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Section. All unsatisfactory Work; all faulty Work; and all Work not conforming to the requirements of the Contract Documents and Work Orders or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. All warranty and guarantee coverage periods shall commence from the date of acceptance of the work under a Work Order, regardless of the date of installation of work, except for items which are determined by the County to be in an incomplete or a non-comply status at the time of substantial completion of the Work. The coverage commencement date for warranties and guarantees of such non-comply items shall be the date of the County's acceptance of non-comply items regardless of the date of installation of the work. The coverage commencement date of warranties and guarantees shall, in accordance with the provisions stated above, be entered on each warranty or guarantee document. However, in the event the coverage commencement date entered on the warranty or guarantee document is not in accordance with the provisions stated above, the coverage commencement date shall none-the-less be the date determined by applying the provisions stated above.

**Tests and Inspections** - If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction over the permitting, construction, use occupancy, activation or operation of the project require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness therefore. The Contractor will furnish the Project Manager with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the Project Manager, it must if requested by the Project Manager be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided. Neither observations by the Contractor nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

**Access To The Work** - The Project Manager and his representative, other representatives of the County and representatives of all Agencies having jurisdiction over the permitting, construction, occupancy, use, activation and operation of the project will at all times have access to the work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

**Uncovering Work** - If any work is covered contrary to the request of the Project Manager or contrary to the requirements of the contract documents and applicable standards it must, if requested by the Project Manager be uncovered for observation and replaced at the Contractor's expense.

If the Project Manager considers it necessary or advisable that covered Work be inspected of

tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the Work Order Price or an extension of the Work Order Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore in accordance to the Contract Documents.

**County May Stop the Work** - If the work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors for labor, materials or equipment: the County may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated: however, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other party.

**Correction or Removal Of Defective Work** - If required by the Project Manager prior to approval payment on a Work Order the Contractor will, promptly, without cost to the County and as specified by the Project Manager, either correct any defective work whether or not fabricated, installed or completed or, if the work has been rejected by the Project Manager, remove it from the site and replace it with non-defective work. If the Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, or as specified in a written notice from the Project Manager, the County may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement shall be paid by the Contractor. The Contractor will also bear the expense of making good all work of others destroyed or damaged by this correction, removal or replacement of his defective Work.

**One (1) year Correction Period** - If, after the approval of payment and prior to the expiration of one (1) year after the date of Completion of the Work Order or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work under a Work Order is found to be defective; the Contractor will promptly without cost to the County and in accordance with the Project Manager's written instructions, either correct such defective Work or, if it has been rejected by the Project Manager, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, the Project Manager may have the defective work corrected or the rejected work removed and replaced; all direct and indirect costs of such removal and replacement will be paid by the Contractor.

**Acceptance of Defective Work** - If, instead of requiring correction or removal and replacement of defective work, the Project Manager prefers to accept it, then he may do so. In such case, if found that acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Work Order including an appropriate reduction in the price of the order. If the acceptance occurs after approval of final payment, and appropriate amount shall be paid by the Contractor to the County.

**Neglected Work By Contractor** - If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents and Work Order, including any requirements of the progress schedule, the County may, after three (3) days written notice to the Contractor and

without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the Contractor. A Change Order shall be issued incorporating the necessary revision in the Contract Documents including an appropriate reduction in the Work Order Price. If the payments then or therefore due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

## **SECTION 12 - WARRANTY AND PAYMENT**

**Contractor's Warranty Of Title** - The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the County prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

**Approval of Payments** - The Project Manager will, within ten (10) days after receipt of each invoice, either indicate his approval of payment or return the invoice to the Contractor indicating in writing the reason for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and re-submit the invoice. The County will, within thirty (30) days of approval of an invoice, pay the Contractor the amount approved.

In the event the Contractor and the Project Manager do not achieve mutual agreement on the basis or amount of the payment, and should the Contractor be unwilling to make the necessary corrections or modifications, and re-submit the invoice, then the County to avoid delay in paying the Contractor the amount the County has determined the Contractor is entitled to receive shall approve and process the invoice by making such adjustments thereto as the County deems appropriate so that the Contractor receives, without delay, payment of the amount the County has determined to have been earned and owing to the Contractor.

The Project Manager's approval of any payment requested in an invoice for Payment shall constitute a representation by him to the County, based on the Project Manager's on-site observations of the Work and on his review of the invoice and the supporting data, that the Work has been completed; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to the results of any subsequent tests called for in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Project Manager shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him against the Work Order.

The Project Manager's approval of payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's belief being entitled to payment as set forth in this Section have been fulfilled.

The Project Manager may refuse to approve the whole or any part of any payment if in his

opinion he is unable to make such representations to the County. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such invoice previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

- A. The Work is defective;
- B. Claims have been filed (1) by the Contractor, or (2) for non-payment by the Contractor's sub-contractors, or material/equipment suppliers, or (3) there is reasonable evidence indicating the probable filing thereof;
- C. The Release Order Price has been reduced because of Modifications;
- D. The County has been required to correct defective Work or complete the Work in accordance with the Contract Documents; or
- E. Of unsatisfactory prosecution of the Work, including failure to clean up as required by the Contract Documents.

**Inspection** - Upon written notice from the Contractor that all the work is complete including the previously listed deficiencies and that the work is complete in all respects, the Project Manager will make an inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall immediately make such correction as are necessary to remedy such defects and to complete all of the required work.

**Inspection For Payment** - After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all documents as required by the Contract Documents, he may make application for payment following the procedure for payment. The invoice shall be accompanied by legally effective releases or waivers of liens from the Contractor and all subcontractors which performed services or supplied material or equipment for the Contractor pursuant to the Contract Documents and copy of the invoice(s) for materials incurred in the performance of the Work.

**Contractor's Continuing Obligation** - The Contractor's obligation to complete the work in accordance with the Contract Documents and Work Orders shall be absolute. Neither approval of any invoice by the County, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Project or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective work by the County shall constitute an acceptance of work not in accordance with the Contract Documents.

**Waiver Of Claims** - The making and acceptance of payment shall constitute:

- A. A waiver of all claims by the County against the Contractor other than those arising from unsettled liens, from non-conforming, non-complying, deficient, incomplete or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or from the terms of any special guarantees specified therein, and,
- B. A waiver of all claims by the Contractor against the County other than those previously

made in writing and still unsettled.

### **SECTION 13 - SUSPENSION OF WORK AND TERMINATION**

**County May Suspend Work** - The County may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Work Order Price, an extension of the Work Order performance period or completion time specified in the Work Order or both, if directly attributable to any suspension and if he makes a claim therefore as provided in the Contracts Documents. However, no profits will be allowed on claims for suspended work. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new Work, reassigning resources to other contracts, etc.

**County may Terminate** - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without County approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the work in accordance with the established project schedule or within the contract time period; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and assign the completion of the work to the Surety or take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any payment until the Work is finished. If the amount of the Work Order exceeds the direct and indirect cost of the County completing the Project, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the County. Such cost incurred by the County will be determined by the County and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any payment of monies by the County due the Contractor will not release the Contractor from liability.

Upon seven (7) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy elect to abandon the Contract and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

### **SECTION 14 - MAINTENANCE OF RECORDS**

The Contractor will keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the Contractor for a

minimum of five (5) years from the date of date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The County during the period of time expressed by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

#### **SECTION 15 - FEDERAL REQUIREMENTS**

In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

#### **SECTION 16 - ASBESTOS FREE MATERIALS**

- A. Project is to be constructed with asbestos free materials.
- B. Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of it's subcontractors or agents and were not specified in the design or required by the contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

#### **SECTION 17 - CONSTRUCTION CONTINUING CONTRACT**

This is a construction continuing contract for the services specified and effective for the period specified. Performance shall be accomplished only as authorized by Work Orders issued against the contract. The County may issue Work Orders requiring performance at multiple locations.

Any Work Order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the Order. The Order shall continue to be governed by the terms and conditions of the contract to the same extent as if the order were completed during the contract's effective period.

**BID FORM  
CC-1198-02/BJC**

***Miscellaneous Bridge Rehabilitation throughout Seminole County***

Name of Bidder: CEM ENTERPRISES INC

Mailing Address: 1757 BENBOW COURT

Street Address: 1757 BENBOW COURT

City/State/Zip: APOPKA, FL 32703

Phone Number: ( 407 ) 884-9148

Fax Number: ( 407 ) 884-2972

Contractors License: CGC057992

**Seminole County desires to retain the expertise of a Florida Department of Transportation (FDOT) pre-qualified contractor to perform the following:**

- Replace or repair Standard FDOT Handrail Standard finish.
- Replace or repair Standard FDOT Handrail green finish.
- Installation of new Standard FDOT Handrail standard finish
- Installation of new Standard FDOT Handrail green finishes.
- Replace or repair Standard FDOT Guardrail.
- Installation of new Standard FDOT Guardrail
- Replace or repair Standard FDOT Guardrail with round end treatment
- Install Standard FDOT Guardrail with round end treatment.
- Replace Standard FDOT Guardrail with M.E.L.T. End.Treatment
- Install Standard FDOT Guardrail with M.E.L.T. End Treatment
- Replace Standard FDOT Guardrail with E-2000 End Treatment
- Install Standard FDOT Guardrail with E-2000 End Treatment
- Repair or Replace Standard D.O.T. Chain link fence type A & B
- Replace Type 3 Bridge end reflectors
- Replace Reflectors on Guardrail
- Repair broken flanges of Channel Beams.

- Repair Spalls on Channel Beams and Columns
- Removal and replacement of expansion joint material
- Repair horizontal Surface cracks
- Repair vertical Surface cracks
- Apply protective coating to piles and retaining walls

Pursuant to and in compliance with the Bid and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, possible local conditions affecting the performance of the Work, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the services of said Work in compliance with the Contract Documents, including Addenda Nos. 1 through 4, on file at the Purchasing and Contracts Division for the Fee Schedule hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Bid is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

**A Time and Materials Contract will be utilized to procure these services. The time and materials contract provide for the acquisition of services based on direct labor hours and materials. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. Materials are paid generally at cost, including, if appropriate, material handling costs. The fixed hourly rates shall include all costs for work in place, including, but not limited to:**

- **General Administrative Overhead**
- **Fringe and benefits**
- **Profit**
- **Transportation of material to the project site**
- **Tools and related items**
- **Costs associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc.**
- **Clean up**
- **Maintenance of Traffic**

**Contractor will provide the County with copy of the invoice for materials with the Application for Payment.**

The proposed Fee Schedule includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

17

***Bidders shall provide costs for estimated quantities, of all categories. Quantities may vary:***

Item	Unit	Estimated Quantity	Description	Unit Price	Amount
1.	LF	300	Replace Standard FDOT Handrail with standard finish aluminum	80.00	24,000.00
2.	LF	450	Install Standard FDOT Handrail with standard finish aluminum	80.00	36,000.00
3.	LF	300	Replace Standard FDOT Handrail with painted traffic green finish aluminum	90.00	27,000.00
4.	LF	300	Install Standard FDOT Handrail with painted traffic green finish aluminum	90.00	27,000.00
5.	LF	400	Replace Standard D.O.T. Guardrail	50.00	20,000.00
6.	Each	5	Replace Standard D.O.T. Guardrail with M.E.L.T. end treatments	1,700.00	8,500.00
7.	Each	5	Replace Standard D.O.T. Guardrail with rounded end sections	300.00	1,500.00
8.	Each	4	Replace Standard D.O.T. Guardrail with E-2000 end treatment	2,500.00	10,000.00
9.	SF	600	Repair FDOT type B Standard Finish Chain link fence	6.00	3,600.00
10.	SF	600	Install FDOT type B Standard Finish Chain link fence	7.00	4,200.00
11.	SF	800	Repair FDOT type B with Type IV Green Vinyl Coating Chain link fence	6.00	4,800.00
12.	SF	800	Install FDOT type B with Type IV Green Vinyl Coating Chain link fence	8.00	6,400.00
13.	Each	75	Replace Type 3 Bridge reflectors (Object Markers)	300.00	22,500.00
14.	Each	80	Replace Reflectors on Guardrail	10.00	800.00
15.	CI	500	Repair broken flanges of Channel Beams (Pre-stressed beam)	2.00	1,000.00
16.	CI	600	Repair Spalls on Channel Beams and Columns	2.00	1,200.00
17.	LF	1000	Remove and replace expansion joint material	60.00	60,000.00
18.	LF	2000	Repair horizontal surface cracks	10.00	20,000.00
19.	LF	4000	Repair surface cracks	10.00	40,000.00
20.	SF	5000	Apply protective coating to piles and retaining walls	4.00	20,000.00
<b>BID TOTAL</b>					<b>338,500.00</b>

The apparent low Bidder will be determined by total calculations of the unit price times the estimated quantities provided. These quantities are estimated based on previous usage. The County does not guarantee quantities.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Part 2 – 1 through 14 Bid forms, including addendum, if any.  
\$5,000.00 as Bid Security. See details in Bid Documents

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 12  
day of FEB., 2003.

CEM ENTERPRISES INC  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

CHARLES MEEKS  
(Printed name of person signing this BID FORM)

PRESIDENT  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS A BIDDER'S BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five thousand (\$5,000), payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

## TERMS AND CONDITIONS

The contractor will furnish all Maintenance of Traffic requirements, compliant to Section 102 of the most recent edition of the Florida Department of Transportation Specifications for Road and Bridge Construction.

**PROTECTION OF PROPERTY** The contractor shall at all times guard against damage or loss to the property of the County or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

**LIQUIDATED DAMAGES:** The "awardee" shall incur liquidated damages at a rate of \$500.00 per day for each calendar day, "available for work", that a minimum of 50% of the average workday has not been performed, after the initial 10 calendar day response period has lapsed. "Available workday" is defined as 50% of the average workday hours on project which the temperature, the weather, and the condition of the soil are such that it is possible for the Contractor's operations to proceed with the normal working force engaged in performing the controlling item or items of work which would be in progress at the time.

**PUBLIC SAFETY AND CONVENIENCE:** In the awarded Bidder's use of streets and highways for the work to be done under these specifications, he shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Awarded Bidder shall at all times, so conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of construction, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Road Division's Contract Manager or their designee.

No more than one-half (1/2) the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance.

There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the Road Operations Contract Manager of their designee.

No Road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the awarded Bidder to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

## REHABILITATION PLAN

## BRIDGES

## ITEM #1:

Spalls shall be repaired in the following manner:

- A. Grind perimeter of spall where possible to create minimum ¼" vertical cut so that no featheredging is created during installation or repair mortar.
- B. Remove all dust, silt and other foreign matter with high pressure air, water blaster or vacuum.
- C. Install polymer modified repair mortar. Installation shall be in strict accordance with manufacturer's instructions. Permit to cure.

## ITEM #2:

## EXPANSION JOINTS

- A. Remove existing, deteriorated expansion joint material.
- B. Clean sidewalls of joint (concrete) to establish clean sound surface.
- C. Install sealant primer as recommended by manufacturer.
- D. Install joint sealant as specified FDOT approved cold highway joint sealant. Permit to cure.

## ITEM #3:

## DECK (TOP) SURFACING

- A. Clean out cracks with high pressure water blaster to remove dirt, silt and other foreign matter.
- B. Seal various crack by gravity flow with Durais 335 crack healer. Broadcast dry quartz over areas that are treated to make non-skid surface. Permit to cure.

## ITEM #4:

## REPAIR OF PILES AND END BENTS

- A. Clean surface to be repaired with high pressure water blaster to remove dirt, mud and other foreign matter.
- B. Install polymer modified mortar to fill honeycomb. Permit to cure.
- C. Coat repair area with Aquaseal epoxy or approved equal. Permit to cure.

## ITEM #5:

## VARIOUS CRACK REPAIR

- A. Rout out cracks ¼" x ¼" along plane of crack.
- B. Install injectors into cracks and seal injector and routed area with two (2) component epoxy gel.

- C. Pump low viscosity structural repair epoxy resin into the cracks through the injectors. Permit to cure.
- D. Grind off all excess gel and injector tips down to existing surface.



**BIDDER INFORMATION**

Bidder shall complete the following information and include with their bid submittal.

## Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S STATE LEGAL NAME
*	President	CHARLES MEEKS
	Vice-President	BILL MORRIS
	Secretary	NORMA MEEKS
	Treasurer	CHARLES MEEKS
	Superintendent for this Project	CHARLES MEEKS

Indicate with an asterisk (\*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

**EXPERIENCE OF BIDDER**

NAME OF BIDDER CEM ENTERPRISES INC

The Bidder shall complete the provide the following information regarding experience within the past three years in this particular project work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

PLEASE SEE ATTACHED REFERENCE LIST

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Do you have any similar work in progress at this time? x Yes \_\_\_ No

Length of time in business: 27 Years

Bank or Financial references: (Include Contact Name and telephone number)

PETER ALLPORT 407-649-5231

NON-COLLUSION AFFIDAVIT OF BIDDER

State of FLORIDA )  
 )ss  
County of ORANGE )

CHARLES MEEKS, being first duly sworn, deposes and says that:

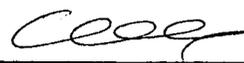
(1) He is PRESIDENT, of CEM ENTERPRISES INC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: 

Printed Name: CHARLES MEEKS

Title: PRESIDENT

STATE OF FLORIDA )  
 ) ss  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 12 day of FEBRUARY, 2003, by CHARLES MEEKS who is personally known to me or who has produced PERSONALLY KNOWN identification.

  
Print Name \_\_\_\_\_

Notary Public in and for the County and State  
Aforementioned



Linda C Richardson  
My Commission CC817899  
Expires April 25, 2003

My commission expires: \_\_\_\_\_

**ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.**

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: FEBRUARY 12, 2003

By: 

Print Name: CHARLES MEEKS

Official Address:

Title: PRESIDENT

1757 BENBOW COURT

APOPKA, FL 32703

(Include Zip Code)

**ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.**

AMERICANS WITH DISABILITIES ACT  
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

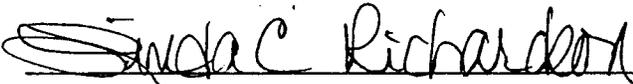
The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: CEM ENTERPRISES INC  
Signature:   
Printed Name: CHARLES MEEKS  
Title: PRESIDENT  
Date: FEBRUARY 12, 2003

Affix Corporate Seal

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this 12 day of FEBRUARY, 20 03 by CHARLES MEEKS of CEM ENTERPRISES INC firm), on behalf of the firm. He/She is personally known to me or has produced PERSONALLY KNOWN identification.

  
Print Name \_\_\_\_\_

Notary Public in and for the County  
and State Aforementioned



Linda C Richardson  
My Commission CC817899  
Expires April 25, 2003

My commission expires: \_\_\_\_\_



# Florida Department of Transportation

JEB BUSH  
GOVERNOR

605 Suwannee Street  
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.  
SECRETARY

November 25, 2002

CEM Enterprises, Inc.  
dba Sunshine Painting  
1757 Benbow Court  
Apopka, FL 32703

"REVISED"  
RE: CERTIFICATE OF QUALIFICATION

Gentlemen:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire June 30, 2003.

Please take notice that to ensure continuity in your certification at least thirty (30) days must be allowed for the processing of your next application for qualification. In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$73,300,000.00

WORK CLASS RATINGS:

- 1. Major Bridges:
  - a. Bridges which include Bascule Spans.....
  - b. Bridges which include Curved Steel Girders.....
  - c. Bridges with Multi-Level Roadways.....
  - d. Bridges of Concrete Segmental Construction.....
  - e. Bridges which include Steel Truss Construction.....
  - f. Bridges which include Cable Stayed Construction.....
  - g. Bridges of conventional construction which are over a water opening of 1000 feet or more.....
- 2. Intermediate Bridges (Bridges that contain none of the type of construction listed under Major Bridges and span lengths exceeding 50 feet (center to center of cap).....
- 3. Minor Bridges (Bridges with span lengths not exceeding 50 feet (center to center or cap) and total length not exceeding 300 feet. A Minor Bridge shall not contain any types of construction listed under Major Bridges or Intermediate Bridges).....
- 4. Bascule Bridge Rehabilitation..... X
- 5. Grading (Includes clearing and grubbing, excavation, and embankment)... X
- 6. Drainage (Includes all storm drains, pipe culverts, culverts, etc.)... X
- 7. Flexible Paving (Includes limerock and shell base and other optional base courses, soil-cemented based, mixed-in-place bituminous paving, bituminous surface treatments, and stabilizing).....
- 8. Portland Cement Concrete Paving.....
- 9. Hot Plant-Mixed Bituminous Structural and Surface Courses.....

CEM Enterprises, Inc.  
dba Sunshine Painting  
November 25, 2002  
Page Two

SPECIALTY CLASSES OR WORK:  
Fencing, Guardrail, Grassing, Seeding, Sodding, Bridge Painting, Roadway  
Signing, Repair, Replace or Rehabilitation Ditch Pavement, Sandblasting  
and/or Painting other Structures, Repair and Rehabilitation of Minor Bridges,  
Intermediate Bridges, Major Bridges Concrete Segmental and Major Bridges of  
conventional construction 1,000 feet or more over water, Cathodic Protection,  
Rip Rap, Desilting, Attenuator Work and Tree Trimming..... X

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work class: Repair, Replace or Rehabilitate Portland Cement Concrete Paving, Herbicide and Landscaping.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested. Also, refer to the note at the bottom of Page 16 of the Application for Qualification when supplying additional information.

Sincerely yours,



Juanita Moore, Manager  
Contracts Administration Office

JM:vas

12/89  
(SEE NOTES ON REVERSE SIDE)



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

FERNANDEZ, LAZARO AURELIO  
CEM ENTERPRISES INC  
1757 BENBOW COURT  
APOPKA FL 32703

STATE OF FLORIDA AC# 0552265

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC057992 08/27/02 20004150

CERTIFIED GENERAL CONTRACTOR  
FERNANDEZ LAZARO AURELIO  
CEM ENTERPRISES INC

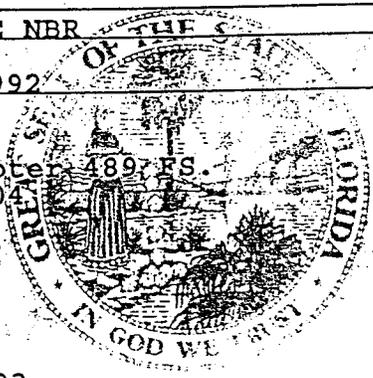
IS CERTIFIED under the provisions of Ch. 489  
Expiration date: AUG 31, 2004 SEQ # L0208270

DETACH HERE

AC# 0552265 STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L0208270

DATE	BATCH NUMBER	LICENSE NBR
08/27/2002	200041502	CGC057992

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2004



FERNANDEZ, LAZARO AURELIO  
CEM ENTERPRISES INC  
1757 BENBOW COURT  
APOPKA FL 32703



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

17

CONST INDUSTRY LICENSING BOARD  
7960 ARLINGTON EXPRESSWAY  
STE 300  
JACKSONVILLE

FL 32211-7467

(904) 727-6530

RECEIVED

JUN 28 2001

SUNSHINE PAINTING

CEM ENTERPRISES INC  
1757 BENBOW COURT  
APOPKA

FL 32703

STATE OF FLORIDA AC# 007044

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

QB -0008020 06/19/2001 00033374

QUALIFIED BUSINESS ORGANIZATION  
CEM ENTERPRISES INC

(NOT A LICENSE TO PERFORM WORK. ALLOWS COMPANY TO DO BUSINESS IF IT HAS A LICENSED QUALIFIER.)  
IS QUALIFIED under the provisions of Ch.489 FS

Expiration date: AUG 31, 2003 SEQ # 0106190038

DETACH HERE

AC# 0070449

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONST INDUSTRY LICENSING BOARD

SEQ# 010619003

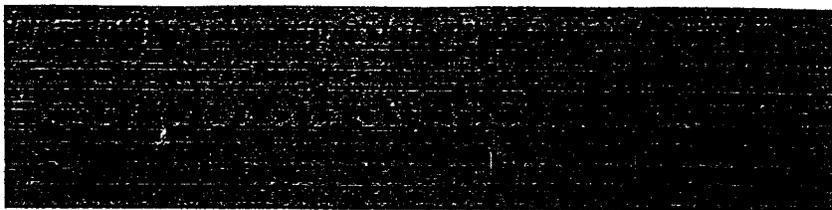
DATE	BATCH NUMBER	LICENSE NBR
06/19/2001	00033374	QB -0008020

The BUSINESS ORGANIZATION  
Named below IS QUALIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2003  
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS THE  
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

CEM ENTERPRISES INC  
1757 BENBOW COURT  
APOPKA

FL 32703

KIM BINKLEY-SEYER  
SECRETARY



**Florida Profit**

**C. E. M. ENTERPRISES, INC.**

**PRINCIPAL ADDRESS**

1757 BENBOW CT  
 APOPKA FL 32703 US  
 Changed 03/25/1997

**MAILING ADDRESS**

1757 BENBOW CT  
 APOPKA FL 32703 US  
 Changed 03/25/1997

**Document Number**  
 579013

**FEI Number**  
 591836740

**Date Filed**  
 07/13/1978

**State**  
 FL

**Status**  
 ACTIVE

**Effective Date**  
 NONE

**Registered Agent**

Name & Address	
VEZINA, LAWRENCE & PISCITELLI, P.A. 350 E. LAS OLAS BLVD. FT. LAUDERDALE FL 33301	
Name Changed: 08/03/2001	
Address Changed: 08/03/2001	

**Officer/Director Detail**

Name & Address	Title
MORRIS, WILLIAM H 8503 IVEYWOOD AVE  ORLANDO FL	VP
MEEKS, NORMA JEAN 8723 A. D. MIMS RD  ORLANDO FL	VSD
MEEKS, CHARLES E	

8723 A. D. MIMS RD ORLANDO FL	PTD
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### Annual Reports

Report Year	Filed Date	Intangible Tax
2000	01/20/2000	
2001	01/29/2001	
2002	02/07/2002	

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No Events  
No Name History Information

[View Document Image\(s\)](#)

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**



# State of Florida



Department of State

I certify from the records of this office that C. E. M. ENTERPRISES, INC. is a corporation organized under the laws of the State of Florida, filed on July 13, 1978 .

The document number of this corporation is 579013.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on January 17, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (1-03)

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-third day of January, 2003

*Ken Detzner*

Ken Detzner  
Secretary of State

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
01-059	LIGHTHOUSE POINT BRIDGE	GENERAL	255,150.00	05/07/2001	12/10/2001	JOHN GRANT ENG. 3333 FEDERAL HWY BOCA RATON, FLA. 33431	CITY OF LIGHTHOUSE POINT 2200 NE 38TH ST LIGHTHOUSE PT., FL. 33064	561-395-3333
01-062	MEDLEY LAKESIDE RETIREMENT PARK	GENERAL	330,066.00	04/27/2001	09/30/2001	C3TS ENGINEERING 901 PONCE DELEON BLVD CORAL GABLES, FL. 33134	TOWN OF MEDLEY 7331 NW 74TH MEDLEY, FL. 33166	305-445-2900
01-066	REHAB. SLOPES/SHOULDERS PB,MARTIN,ST. LUCIE E-8C66	GENERAL	116,810.00	06/11/2001	07/30/2001	D.O.T.	D.O.T. MP 65 FLA. TURNPIKE POMPAÑO BCH., FL. 33069	561-683-4646 SCOTT COCCOLI
01-068	REHAB. SLOPES/SHOULDERS OSC,ORG,LK,SUMTEI E-8C67	GENERAL	122,380.00	05/17/2001	09/30/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK. PLAZA OCOEE, FLA. 32809	407-532-3999 LADDIE KEMP
01-074	POLICE LOBBY	GENERAL	4,500.00	10/01/2001	10/23/2001		CITY OF ST. PETERSBURG 1300 1ST AVE ST. PETERSBURG, FL. 33705	727-551-3406 PAT BARFIELD
01-098	J.L. YOUNG ANNEX RE-ROOFING	GENERAL	58,701.00	08/01/2001	12/10/2001	HILLSBOROUGH COUNTY	HILLSBOROUGH COUNTY 601 E. KENNEDY BLVD. TAMPA, FL. 33602	813-301-251 AARON STREET
992	BRIDGE REPAIRS	GENERAL	1,921,090	08/15/1999	03/11/2001	BROWARD COUNTY	BROWARD COUNTY 1600 NW 30THJ AVE POMPAÑO BCH., FL. 33069	954-974-4100 SAM SOHAL

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
		GENERAL				BROWARD COUNTY	BROWARD COUNTY 1600 NW 30TH AVE POMPANO BCH., FL. 33069	1-954-974-4100 SAM SOHAL
01-023	3RD AVE ALIGNMENT		5,710.00	02/01/2001	02/19/2001			
01-024	7TH AVE ALIGNMENT		5,710.00	02/01/2001	02/19/2001			
01-025	RAVENSWOOD BRIDGE		674,693.00	03/01/2001	06/27/2001			
01-027	WOOLBRIGHT BRIDGE E-4B86	GENERAL	98,400.00	02/26/2001	05/23/2001	D.O.T.	D.O.T. 3400 W. COMMERCIAL BLVD FT. LAUDERDALE, FL. 33309	1-305-777-4151 JOE QUINTANA
01-040	GIRARD BRIDGE REPAIRS	GENERAL	94,576.00	05/07/2001	10/31/2001	BREVARD COUNTY	BREVARD COUNTY 2725 JUDGE FRAN JAMIESON WA VIERA, FL. 32940	1-321-617-7202 HARRIETT RAYMOND
01-046	DRAINAGE IMPVMTS	GENERAL	242,871.00	04/16/2001	09/30/2001	EXCEL ENGINEERING 122 WILSHIRE BLVD CASSELBERRY, FLA. 32707	CITY OF BELLE ISLE 1600 NELA AVE BELLE ISLE, FL. 32809	407-260-2292 J. COTO
01-047	BOUNDRY CANAL PHASE I BAFFLE BOX	GENERAL	97,523.00	06/11/2001	09/14/2001	PALM BAY	CITY OF PALM BAY 5240 BABCOCK ST. STE 300 PALM BAY, FLA. 32905	321-952-3424
01-052	CLEARING/GRUBBING	GENERAL	441,600.00	04/23/2001	06/18/2001	TAYLOR ENGINEERING 9000 CYPRESS GREEN DR JACKSONVILLE, FL. 32256	FLA. INLAND NAVIGATION DIST 1314 MAREINSKI RD JUPITER, FL. 33477	904-731-7040
01-058	CLEARING/GRUBBING	GENERAL	170,834.00	06/25/2001	12/18/2001	TAMASINO & ASSOSC. 10921 N. 58TH ST TEMPLE TERRACE, FL. 33617	FLA. FISH & WILDLIFE 620 S. MERIDAN ST TALLAHASSEE, FL. 32399	813-988-9102

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
00-144	G/R,FENCE SEMINOLA E-WAY E-8A48	GENERAL	7,062.00	10/01/2000	10/26/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK PLAZA OCOEE, FLA. 32809	407-532-3999 JOHN BEITLEMEN
		GENERAL						
00-145	BLDG. UPGRADE, GENEVA		57,414.00	09/11/2000	10/31/2001	U.S.POSTAL	U.S.POSTAL	1-407-333-4825
00-146	BLDG. UPGRADES,SOUTHCREEK		34,247.00	09/11/2000	06/28/2001		P.O. BOX 999790	JOHN SINK
00-147	BLDG. UPGRADES, MIMS		25,081.00	11/06/2000	05/31/2001		MID-FLA., FLA. 32799-9790	
00-148	BLDG. UPGRADES, APOPKA		122,545.00	10/01/2000	10/31/2001			
00-149	BLDG. UPGRADES, GOLDENROD		44,501.00	11/19/2000	05/31/2001			
00-151	BLDG. UPGRADES, LOCKHART		6,011.00	01/01/2001	06/28/2001			
00-152	FENCE/CUST. PKG, CBT		118,123.00	01/01/2001	10/31/2001			
00-154	PARKING LOT, SATELLITE BCH		4,789.00	11/08/2000	02/28/2001			
00-155	PTG.,PALM BAY		31,230.00	01/01/2001	01/31/2001			
00-156	OSHA IMPVMTS, EAU GALLIE		5,500.00	01/01/2001	04/17/2001			
00-157	INT. IMPVMTS, APOLLO CARRIER ANNEX		96,225.00	11/01/2000	10/31/2001			
00-159	BLDG. UPGRADES, ZELLWOOD		19,865.00	11/18/2000	01/31/2001			
00-160	SANITARY LINES, SUNTREE BRA.		202,850.00	01/01/2001	11/26/2001			
00-165	EXTERIOR SHELTER, ORLANDO		61,433.00	10/30/2000	02/28/2001			
00-169	SITE IMPVMTS, SANDLAKE BRA		72,322.00	11/30/2000	10/31/2001			
00-172	ROOF REPLACEMENT, ALOMA BRA		9,527.00	02/01/2001	02/28/2001			
00-174	BRIDGE REPS. VETERAN/S.CONNECTOR E-8B45	GENERAL	170,300.00	12/11/2000	10/31/2001	D.O.T.	D.O.T. 14416 SR 52 HUDSON, FLA. 34669	1-727-857-9933 DAVE TILKI
00-176	A/C COTTAGE GULF COAST FT. LYERS	GENERAL	422,350.00	02/05/2001	10/25/2001		FLA. DEPT. CHILDRENS SVC 1317 WINEWOOD BLVD JACKSONVILLE, FLA. 32399	GLEN JENKINS
00-183	R/R GUARDRAIL INDIAN RIVER E-4A92	GENERAL	42,408.00	02/01/2001	11/02/2001	D.O.T.	D.O.T. 3601 OLEANDER AVE FT. PIERCE, FLA. 34982	PEGGY NICOLETTI

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
00-115	UPGRADE BLDG., DELAND		76,326.00	10/01/2000	03/31/2001	U.S.POSTAL	U.S.POSTAL	1-407-333-4825
00-117	UPGRADE BLDG,UMATILLA		113,274.00	10/01/2000	04/13/2001		P.O. BOX 999790	JOHN SINK
00-118	PVMT. REPLACEMENT, ORLANDO		288,838.00	08/14/2000	03/31/2001		MID-FLA., FLA. 32799-9790	
00-119	BLDG. UPGRADE, WINTER PARK		248,463.00	10/01/2000	04/12/2001			
00-121	BLDG. UPGRADE, ALTOONA		11,165.00	01/01/2001	01/31/2001			
00-125	DRAINAGE IMPVMTS ORG, OSC, LK. CO E-8C26	GENERAL	70,391.00	03/26/01	10/18/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK PLAZA OCOE, FLA. 32809	407-532-3999 BEN GUGLIOTTI
00-127	SHOULDER REPS POLK CO E-1B01	GENERAL	294,603.00	10/03/2000	11/16/2001	D.O.T.	D.O.T. 2740 STATE RD 60 WEST BARTOW, FLA. 33830	1-863-519-4300 GARY GORUM
00-131	GUARDRAIL HIGHLAND CO E-1B08	GENERAL	55,009.00	02/08/2001	11/17/2001	D.O.T.	D.O.T. 4722 KENILWORTH BLVD. SEBRING, FL. 33870	JOHN BERLIN
00-132	GUARDRAIL MIAMI-DADE E-6950	GENERAL	210,520.00	10/23/2000	10/30/2001	D.O.T.	D.O.T. 1773 NE 205TH ST N. MIAMI BCH., FL. 33179	1-305-650-0078 DAVID CALHOUN
00-142	AMHERST SUB. WAL	GENERAL	152,627.00	11/08/2000	02/26/2001	SEMINOLE COUNTY	SEMINOLE COUNTY 1101 E/ FIRST ST SANFORD, FLA. 32771-1468	1-407-665-7116
00-143	G/R , FENCE SAWGRASS E-WAY E-5B35	GENERAL	56,823.00	11/06/2000	10/04/2001	D.O.T.	D.O.T. MP 65, TURKEY LK SVC POMPANO BCH., FL. 33069	954-975-4855 DAVID MOORE

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
00-079	FENCES/BRIDGES MANATEE CO E-1B47	GENERAL	57,480.00	10/03/2000	01/30/2001	D.O.T.	DOT 1838 61ST ST SARASOTA, FLA. 364243	941-359-5696 JILL HENSHAW
00-080	R/R BRIDGE ELEMENTS MARTIN, ST. LUCIE, IR, PB, BROWARD CO E-4B86	GENERAL	100,305.00	11/13/2000	07/31/2001	D.O.T.	D.O.T. 3400 W. COMMERCIAL BLVD: FT. LAUDERDALE, FLA. 33309	1-954-777-4150 JOE QUINTANA
00-081	A/C DOORS	GENERAL	44,625.00	12/11/2000	03/30/2001	HILLS COUNTY SCHOOL	HILLS. CO. SCHOOLS 4805 E. DR. MARTIN LUTHER KING, TAMPA, FLA. 33605	1-813-744-8176
00-093	JOHNSON ISLAND RESTORATION	GENERAL	149,649.00	10/19/2000	02/27/2001	S. FLORIDA WATER	S. FLORIDA WATER MAN. 3301 GUN CLUB RD W. PALM BCH, FL. 33406	561-686-8800 NICK KRETIS
00-094	CLG/GRUBBING TREE POLK CO E-1A68	GENERAL	257,790.00	01/04/2001	07/26/2001	D.O.T.	D.O.T. 2740 SR 60 WEST BARTOW, FLA. 33830-8749	DAVID BARTHLE
00-104	EMERG. RESPONSE S. CONNECTOR E-8B23	GENERAL	40,680.00	08/20/2000	08/17/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK PLAZA OCOE, FLA. 32809	407-532-3999 BERNARD MILLS
00-105	R/R SHOULDER POLK PARKWAY	GENERAL	68,147.00	05/01/2001	09/01/2001	D.O.T.	D.O.T. 14416 SR 52 SUNCOAST DIST HUDSON, FLA. 34669	1-352-279-4460 TOM GOELZ
		GENERAL						

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
00-040	SIGN STRUCRUES DADE/BROWARD CO E-8B00	GENERAL	44,440.00	04/24/2000	04/20/2001	D.O.T.	D.O.T. MP 65 FLA. TURNPIKE POMPANO BCH., FL. 33069	1-954-975-4855 SAM NORRIS
00-059	HANDRAILS BROWARD CO E-4A52	GENERAL	22,509.00	09/01/2000	05/26/2001	D.O.T.	D.O.T. 5548 NW 9TH AVE FT. LAUDERDALE, FLA. 33309	KEN ROBERTS
00-060	SIGN MAINT.,ORG., OSC.,LK/SUMTER E-8B01	GENERAL	28,321.00	08/01/2000	05/11/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK. PLAZA OCOE, FLA. 32809	407-532-3999 D. GUY
00-061	GUARDRAIL REPS MANATEE/SARASOTA CO E-1A83	GENERAL	105,571.00	09/01/2000	07/29/2001	D.O.T.	D.O.T. 1840 81ST. ST SARASOTA, FLA. 34243	1-941-359-7300
00-062	FENCE REMOVE/REPLACE DUVAL/NASSAU CO E-2B44	GENERAL	119,271.00	07/20/2000	08/31/2001	D.O.T.	D.O.T. 5434 PHILLIPS HWY JACKSONVILLE, FLA. 32207	904-730-6296 TIM MEYERS
00-066	R/R GUARDRAIL PUTNAM/ST. JOHNS CO E-2B31	GENERAL	91,807.00	10/23/2000	08/31/2001	D.O.T.	D.O.T. 3600 DOT RD ST. AUGUSTINE, FL. 32095	1-904-825-5036 D.J. KEMPKE
00-075	R/R CONC. PVMT PALM BCH E-4B27	GENERAL	112,273.00	07/31/2000	07/31/2001	D.O.T.	D.O.T. 7900 FOREST HILL BLVD. W. PALM BCH., FL. 33413	1-561-434-3903 CHUCK BALIUS
00-076	R/R GUARDRAIL CLAY, DUVAL,NASSAU E-2B42	GENERAL	344,230.00	08/20/2000	07/31/2001	D.O.T.	D.O.T. 2250 IRENE ST JACKSONVILLE, FLA. 32205	1-904-360-5400 CYNTHIA PERRY
00-077	G/R MAINT/REPAIR MIAMI-DADE E-6906	GENERAL	150,181.00	11/06/2000	07/31/2001	D.O.T.	D.O.T. 14655 SW 122 AVE MIAMI, FL. 33186	1-305-256-6373

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
00-013	SUPT. ELECS.OFC	GENERAL	43,503.00	08/21/2000	01/15/2001	HILLSBOROUGH COUNTY	HILLSBOROUGH COUNTY	813-301-7251
00-179	EPC YBOR BLDG		65,417.00	10/25/2000	04/30/2001		601 E. KENNEDY BLVD	AARPON STREET
00-180	ERWIN TECH/ CTR		119,900.00	11/01/2000	09/30/2001		TAMPA, FLA. 33602	
00-191	CO. CTR. FRESH AIR		111,354.00	04/01/2001	05/31/2001			
00-192	CHILD SVC BLDG 61		8,416.00	02/01/2001	02/28/2001			
00-193	CHILD SVC BLDG 63		8,158.00	02/01/2001	02/28/2001			
01-017	SUNDANCE FIRE STA		11,119.00	02/05/2001	02/22/2001			
01-018	NW REG. LIBRARY		30,573.00	02/05/2001	02/22/2001			
01-041	WATER DEPT. 2 FL		99,184.00	05/01/2001	07/31/2001			
01-044	MCCLEOD CTR WINDOWS		13,454.00	05/01/2001	05/30/2001			
01-063	MIDWAY FIRE STA		17,247.00	05/01/2001	06/30/2001			
01-099	BRANDON ADULT CTR		8,591.00	08/01/2001	11/30/2001			
01-101	SHERIFFS OFC.SS		5,565.00	09/01/2001	11/30/2001			
01-105	HVAC STATE ATTORNEYS		44,031.00	08/01/2001	10/15/2001			
01-106	E. COUNTY SHERIFFS HVAC		10,829.00	11/02/2001	11/30/2001			
00-021	CHANNEL MAINT ORG./OSCEOLA CO E-8A84	GENERAL	132,300.00	07/21/2000	03/08/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK. PLAZA OCOE, FLA. 32809	407-532-3999 D. GUY
00-022	CONC. REPAIRS OSC., ORG./LK/SUMTER E-8A87	GENERAL	64,780.00	07/05/2000	03/28/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK. PLAZA OCOE, FLA. 32809	407-532-3999 D. GUY
00-025	SIDEWALK REPS	GENERAL	430,931.00	04/17/2000	08/31/2001	ST. PETERSBURG	CITY OF ST. PETERSBURG P.O. BOX 2842 ST. PETERSBURG, FLA. 33731	1-727-893-7171 STEVE CARTER
00-031	GUARDRAIL/FENCE E-8B89	GENERAL	116,580.00	05/15/2000	08/31/2001	D.O.T.	D.O.T. MP 145 FLA. TURNPIKE PT. ST. LUCIE, FLA. 34984	561-683-4646 KEVIN TROST
00-032	REHAB. BURNT BRIDGE PALM BCH.FL E-4B70	GENERAL	167,440.00	05/01/2000	08/31/2001	D.O.T.		

	NAME & LOCATION OF PROJECT KIND OF WORK	GEN. OR SUB	CONTRACT AMOUNT	CONTRACT DATE	DATE COMPLETED	NAME OF ENGINEER	NAME & ADDRESS OF OFFICAL TO WHOM YOU REFER	person/ Phone #
00-083	LOGAN GST PTG PINELLAS CO,FL	GENERAL	77,788.00	08/17/2000	10/31/2000	PINELLAS COUNTY	PINELLAS COUNTY 14 S. FT. HARRISON AVE CLEARWATER, FLA. 33756	1-727-464-3588
	U.S. POSTAL	GENERAL				U.S. POSTAL SVC	U.S. POSTAL SVC P.O. BOX 99591 MID-FLA., FLA. 32799	407-333-4874 JOHN SINK
00-107	SECURITY LOCKS, MID-FLA., FL		26,231.00	07/28/2000	08/31/2000			
00-116	UPGRADE BLDG, WTR. SPGS., FL		53,812.00	08/07/2000	09/30/2000			
00-118	PVMT. REPLCMT, ORL., FL		288,838.00	08/08/2000	12/31/2000			
00-126	AIR MAIL FAC., ORL., FL		91,526.00	08/23/2000	12/31/2000			
00-171	FENCE/POND RETENTION, PINE CASTLE, FL		25,996.00	09/08/2000	11/18/2000			
00-178	PKG. LOT RESURFACE, SANDERSONVILLE, GA		34,490.00	08/31/2000	11/14/2000			
00-095	AIRFIELD DITCH IMPVMTS TAMPA, FL	GENERAL	43,777.00	07/06/2000	09/30/2000	HCAA	HCAA P.O. BOX 22287 TAMPA, FLA. 33622	1-813-870-8700 ED HAINES GEORGE WOLFE
00-109	ALLIGATOR LAKE MENZI LUCK OSCEOLA CO	GENERAL	5,300.00	07/20/2000	08/14/2000	OSCEOLA COUNTY	OSCEOLA COUNTY 2350 KISSIMMEE PARK RD. ST. CLOUD, FLA. 34769	407-847-1283
00-129	REPAINT WATER TOWER MORRIS MOTE HOUSE LEESBURG, FL	GENERAL	8,580.00	09/15/2000	09/30/2000	CITY OF LEESBURG	CITY OF LEESBURG P.O. BOX 490630 LEESBURG, FLA. 34749	
00-130	BRIDGE REPS BELCHER RD PINELLAS CO	GENERAL	22,777.00	08/30/2000	09/30/2000	PINELLAS COUNTY	PINELLAS COUNTY 14 S. FT. HARRISON AVE CLEARWATER, FLA. 33756	1-727-464-3588
98170	UPGRADE FACILITY TARPON SPRINGS, FLA.	GENERAL	827,919.00	09/09/1998	06/30/2000	U.S. POSTAL SVC	U.S. POSTAL SVC 3333 W. KENNEDY BLVD TAMPA, FLA. 33609	1-770-454-0660
98171	REPAIR/ALTERATION LUTZ, FLA.	GENERAL	549,839.00	09/02/1998	06/30/2000	U.S. POSTAL SVC	U.S. POSTAL SVC 3333 W. KENNEDY BLVD TAMPA, FLA. 33609	1-770-454-0660

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00-027	DRAINAGE IMPROVEMENTS ORG. CO	GENERAL	149,162.00	01/25/2000	08/31/2000	ORANGE COUNTY	ORANGE COUNTY 4200 S. JOHN YOUNG PKWY ORLANDO, FLA. 32801	407-836-7298 NANCY SMOOTS
00-032	BURNT BRIDGE REHAB PALM BCH E-4B70	GENERAL	176,496.00	02/25/2000	11/30/2000	D.O.T.	D.O.T. 7900 FOREST HILL BLVD WPB, FL. 33413	561-432-4966 ED PERRY
00-038	JOINT REPS HILLS/PASCO CO E-7860	GENRAL	349,701.00	04/28/2000	10/31/2000	SVERDRUP 10500 UNIVERSITY CTR TAMPA, FL. 33612	D.O.T. 4800 LEMON ST TAMPA, FL. 33609	813-977-3434 LENTON JENKINS
00-039	TREE TRIMMING VOLUSIA/FLAGLER CO E-5D44	GENERAL	377,777.00	03/24/2000	10/31/2000	D.O.T.	D.O.T. 1650 N. KEPLOER RD DELAND, FLORIDA 32724	1-904-740-3400 BRAD MEREDITH
00-043	STORMWATER FAC. HERNANDO/PINELLAS E-7880	GENERAL	250,217.00	03/27/2000	09/30/2000	D.O.T.	D.O.T. 11201 N. MCKINLEY DR TAMPA, FLA. 33612	SUSAN MOORE
00-222	HURSTON BLDG. TALLAHASSE, E, FLA.	GENERAL	3,226.00	12/14/2000	12/31/2000	STATE O FLORIDA	STATE OF FLORIDA 4050 ESPLANDE WAY TALLAHASSEE, FLA. 32399	1-850-922-5654
00-045	EOC RM RENOV.				06/22/2000	HILLSBOROUGH COUNTY	HILLSBOROUGH COUNTY	1-813-301-7251
00-052	RHODINE WATER DEPT		68,682.00	05/18/2000	06/22/2000			
00-051	DOROTHY THOMAS BLDG		6,586.00	05/18/2000	06/22/2000		601 E. KENNEDY BLVD	AARON STREET
00-053	MEDICAL EXAM. OFC		28,760.00	05/12/2000	08/16/2000		TAMPA, FLA. 33602	
00-099	RHODINE RD, INT/EXT				12/31/2000			
00-100	TWIGGS AVE SIGNS/WINDOWS		38,485.00	07/14/2000	10/31/2000			
00-122	3RD AVE RENOV RENOVATIONS TAMPA/HILLS CO	GENERAL			12/31/2000			
00-078	WILLOW RUN OUTFALL POLK CO	GENERAL	114,291.00	05/18/2000	09/30/2000	POLK COUNTY	POLK COUNTY P.O. BOX 988 BARTOW, FLA. 33831	1-863-534-7377 MR. JARVIS

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00-005	EMERGENCY RESPONSE HILLS. CO E-8B79	GENERAL	25,484.00	02/14/2000	03/31/2001	D.O.T.	D.O.T. 5711 JOHNS RD. TAMPA, FLA. 33634	1-813-554-2382 DAVE TILKI
00-008	CONC. JOINT SEALIN	GENERAL	325,158.00	05/08/2000	04/30/2001	GAI 201 PINE ST ORL., FLA. 32801	ORANGE COUNTY EXPRESS- WAY AUTHORITY 525 S. MAGNOLIA AVE	407-423-5645 TOM MOORE
00-009	CHANNEL MAINT. PB,MARTIN,ST,LUCIE IR,OKEE.,OSC. CO E-8A82	GENERAL	208,952.00	04/24/2000	02/25/2001	D.O.T.	D.O.T. MP 145 FLA. TURNPIKE PT. ST. LUCIE, FLA. 34984	561-683-464 KEVIN TROST
00-010	CANALS/DITCHES PB,MARTIN,ST,LUCIE IR,OKEE.,OSC. CO E-8A85	GENERAL	191,878.00	08/21/2000	02/25/2001	D.O.T.	D.O.T. MP 145 FLA. TURNPIKE PT. ST. LUCIE, FLA. 34984	561-683-4646 KEVIN TROST
00-011	GUARDRAIL/FENCE REPS OSC.,ORG.,LK/SUMTER E-8A89	GENERAL	114,222.00	04/24/2000	02/28/2001	D.O.T.,	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK. PLAZA OCOEE, FLA. 32809	407-532-3999 JOHN BEITELMAN
00-012	DITCHES/CANAL BROWARD,DADE, P.B.,COS E-8A90	GENERAL	150,597.00	03/08/2000	02/11/2001	D.O.T.	D.O.T. P.O. BOX 9828 FT. LAUDERDALE, FLA. 33310	954-975-4855 TOM GOELZ
00-020	CHANNEL MAINT. OSC.,ORG.,LK/SUMTER E-8A83	GENERAL	211,552.00	05/22/2000	03/29/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK. PLAZA OCOEE, FLA. 32809	407-532-3999 D. GUY

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99117	GUARDRAIL REPAIRS HIGHLAND/OKEE, CO E-1B08	GENERAL	117,250.00	10/18/1999	11/17/2000	D.O.T.	D.O.T. 4722 KENNILWORTH BLVD SEBRING, FLA. 33870	JOHN BERLIN 941-386-6104
99122	TREE TRIMMING SEMINOLE E-WAY	GENERAL	24,933.00	10/11/1999	03/31/2000	D.O.T.,	D.O.T. MP 263 TURKEY LK. SVC. PLZ OCOEE, FLA. 32809	SIMONS.LATUNDE-ADDEY 407-532-3999
99126	DITCH MAINTENANCE CALLOWAY, FL	GENERAL	146,067.00	10/21/1999	06/30/2000	CITY OF CALLOWAY	CITY OF CALLOWAY 6601 E. HWY 22 CALLOWAY, FLA. 32404	850-871-6000
99134	SHOULDER REPS. OSC,ORG,SEM,LK SUMTER (E-5B58)	GENERAL	128,075.00	11/17/1999	05/31/2000	D.O.T.	D.O.T. MP 65 POMPAÑO BCH., FLA. 33069	407-856-1913 ED ALVAREZ
99137	SWALE REGRADING SEBASTION, FL	GENERAL	340,063.00	03/12/1999	05/31/2000	CITY OF SEBASTION	CITY OF SEBASTION 1225 MAIN ST SENBASTIAN, FL. 32958	1-561-589-5490
00-002	FAC. MAINT. ORG. CO	GENERAL	194,777.00	11/22/1999	12/31/2000	OOCEA	OOCEA 201 E. PINE ST ORLANDO, FLORIDA 32801	407-423-5645 GAI TOM MOORE
00-004	EXP. JOINTS GADSEN CO	GENERAL	271,349.00	02/09/2000	07/30/2000	D.O.T.	D.O.T. 4227 W. PENSACOLA AVE TALLAHASSEE, FL.	1-850-638-0250
00-016	SEMINOLE HEIGHTS LIBRARY		56,556.03	02/16/2000	05/17/2000	HILLSBOROUGH COUNTY	HILLSBOROUGH COUNTY	1-813-301-7251
00-017	WATER DEPT. RENOVA.		199,790.00	03/23/2000	09/30/2000		601 E. KENNEDY BLVD.	AARON STREET
00-034	FLEET FAC. RENOVATION	GENERAL	26,420.00	03/27/2000	06/22/2000		TAMPA, FLA. 33602	
00-035	THONTOSASSA LIBRARY RE-ROOF		47,026.00	03/22/2000	04/29/2000			
00-036	RIVERVIEW LIBRARY RE-ROOF		47,026.00	03/22/2000	04/29/2000			
00-037	TAMPA REG. LIBRARY ROOF		6,222.00	03/27/2000	05/17/2000			

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9954	HCAA- NEW AIR CARGO FAC.	GENERAL	1,671,062.00	05/15/1999	01/31/2001	HCAA	HCAA P.O. BOX 22287 TAMPA, FLA. 33622	
99124	DISTRICT WIDE BRIDGE/DECK REHAB CHARLOTTE/COLLIER CO E-1B15	GENERAL	511,348.00	05/30/2000	06/30/2001	D.O.T.	D.O.T. 801 BROADWAY AVE BARTOW, FL. 33831	941-519-2279 MADELINE WADDELL
99125	DIST. WIDE BRIDGE/ DECK REHAB MANATEE/SARASOTA CO E-1B16	GENERAL	1,217,969.00	07/19/2000	07/31/2001	D.O.T.	D.O.T. 1838 621ST ST SARASOTA, FL. 34243	941-359-5696 JILL HENSHAW
99135	STORMWATER MAINT POLK CO E-8B66	GENERAL	88,712.00	02/02/2000	07/31/2001	D.O.T.	D.O.T. 3520 US HWY 98 SOUTH LAKELAND, FLA. 33803	1-813-413-2024 DARREN DEWITT
99143	SODDING VOLUSIA/FLAGLER CO E-5D06	GENERAL	544,337.00	05/01/2000	07/31/2001	D.O.T.	D.O.T. 1650 N. KEPLER RD DELAND, FLA. 32724	1-904-740-3400 JERRY WOODS
99144	BRIDGE MAINT. PB, MARTIN, ST. LUCIE, I.R., OKEE, OSC. COS E-8A92	GENERAL	126,678.00	03/20/2000	01/27/2001	D.O.T.	D.O.T. MP 145, FLA TURNPIKE PT. ST. LUCIE, FLA. 34984	DAVE SAFIKHANI
99145	BRIDGE REPAIR OSC., ORG., LK., SUMTER COS. E-8990	GENERAL	240,829.00	03/20/2000	02/28/2001	D.O.T.	D.O.T. MP 263, FLA. TURNPIKE TURKEY LK. PLAZA OCOE, FLA. 32809	407-532-3999 D. GUY
99147	PIPE CULVERT REPLACEMENT	GENERAL	196,396.00	09/18/2000	12/31/2000	POLK COUNTY	POLK COUNTY 3000 SHEFFIELD RD BARTOW, FLA. 33831	863-534-7234 JOHN SZAFRANSKI