

CONSTRUCTION CONTRACTS

14. Award CC-0588-06/BHJ – Crane Strand Regional Stormwater Facility to Oklawaha Farms, Inc. of Miami (\$1,558,000.00).

CC-0588-06/BHJ will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a wet detention pond, reconfiguring ditches, the restoration of specific areas and the sheet pile control structure. The work includes clearing and grubbing, earthwork, installation of piping and manholes, sodding, miscellaneous concrete work and erosion control.

The project was publicly advertised and the County received four (4) responses. The low bidder, Oklawaha Farms, Inc. made a mistake in their bid and therefore requested to withdraw their bid. The requested withdrawal was granted by the County. The second low bidder, Schuller Contractors, Inc. has been suspended by the Florida Department of Transportation until December 15, 2007 and is therefore disqualified in accordance with the Seminole County Procurement Code. Since the remaining bids exceeded budget, and upon consultation with the County Attorney's Office, the three qualified bidders were invited to submit revised pricing.

The Review Committee consisting of Steve Krug, Principal Engineer, Public Works (Roads-Stormwater), Bob Walter, Principal Engineer; Public Works (Roads-Stormwater) and Mark Flomerfelt, Manager, Public Works (Roads-Stormwater) reviewed the resulting three responses. Consideration was given to the bid price, qualifications, and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Oklawaha Farms, Inc in the amount of \$1,558,000.00. The completion for this project is one hundred eighty (180) calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project, and funds will be available through the BAR submitted on this agenda. The funds will be in account number 077600.560650, CIP #00009202. Public Works Department/ Roads-Stormwater Division and Fiscal Services Department/ Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

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

BID NUMBER: CC-0588-06/BHJ
 BID TITLE: Crane Strand Regional Stormwater Facility
 OPENING DATE: March 01, 2006 at 2:00 P.M.

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.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Oklawaha Farms, Inc. 9200 South Dadeland Blvd., Suite 703 Miami, FL 33155 Louis J. Risi, Jr. President 305 670-9660 Ph. 305 670-9659 Fx.	Schuller Contractors, Inc. 8046A Presidents Drive Orlando, FL 32809 K. J. Schuller, Jr. President 407 855-5572 Ph. 407 855-4922 Fx.	CFE Corp. 740 Florida Central Parkway, Suite 2032 David E. Stalow, Jr. President 407 834-6115 Ph. 407 834-6391 Fx.	APEC, Inc. 4436 Old Winter Garden Road Orlando, FL 32811 Majid Fouladi, President 407 522-0530 Ph. 407 532-8332 Fx.
Total Bid	\$1,164,708.80	\$1,669,000.00	\$1,878,120.88	\$1,985,020.00
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes	Yes
Request for Taxpayer Number (W-9)	Yes	Yes	Yes	Yes

Opened and Tabulated by B. Johnson.

Posted: March 2, 2006

Recommendation of Award and Award Date: TBA

DEPARTMENT OF FISCAL SERVICES

PURCHASING AND CONTRACTS DIVISION



April 6, 2006

Schuller Contractors, Inc.
Alexander Caputo, CFO
8046A Presidents Dr.
Orlando, FL 32809

Subject: Suspension by Florida Department of Transportation

Dear Mr. Caputo:

It has come to my attention that your firm has been suspended by the Florida Department of Transportation until December 15, 2007.

According to the solicitation for Seminole County construction projects, Instruction to Bidders 00010, Section 3.1 Qualifications of Bidders, states, bidders must be qualified with the Florida Department of Transportation (FDOT) to perform work and Section 16.10 Award Criteria, states, Reprimand of any nature or suspension by the Department of Professional Regulation or any other regulatory agency or professional associations causes grounds for disqualification.

Therefore you are hereby notified that you are suspended from receiving any future Work Orders under CC-1262-05/TLR – Public Works Minor Construction projects. Any open work orders are to be completed and no additional work will be issued.

No further Contracts will be awarded until the suspension is resolved with DOT.

If you have any questions, please contact the Purchasing and Contracts Division.

Respectfully,

Tammy L. Roberts, CPPB, FCPA
Sr. Contracts Analyst

c: A. Khoury

DOT

CONTRACTORS SUSPENSION LIST

CONTRACTOR NAME	ACTION TAKEN	ACTION TERMINATION DATE
CAROLINA CONSULTING CORP.	NO CERTIFICATION OF QUALIFICATION, CANNOT NOT BID ON FDOT CONTRACTS	PENDING
CONTEMPORARY CONSTRUCTION SOUTHEAST, INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	08/09/06
DENNIS N. SHIN	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	06/16/07
DOUGLAS B. GROSSE	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR. OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	12/27/08
MICHAEL JOSHUA	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	06/06/09
MID CONTINENT ELECTRIC	NO CERTIFICATION OF QUALIFICATION; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	PENDING
MODERN CONTINENTAL SOUTH, INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	12/31/06
N. S. INDUSTRIAL CORP.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	06/16/07

N. S. MARINE & INDUSTRIAL SERVICES CORP.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	06/16/07
SCHULLER CONTRACTORS INCORPORATED	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	12/15/07
STEPHEN M. LEGGETT	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR. OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	12/27/08
STRAIGHT LINE ENTERPRISES, INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUBCONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	08/29/06
TRI-COUNTY SWEEPING SERVICES, INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	12/15/07
TUNJOS TRADING COMPANY, INC.	NO CERTIFICATION OF QUALIFICATION AND DETERMINED NON-RESPONSIBLE; CANNOT BID, BE A SUB-CONTRACTOR, OR MATERIAL SUPPLIER ON FDOT CONTRACTS.	06/06/09
WHITE CONSTRUCTION COMPANY, INC.	NO CERTIFICATION OF QUALIFICATION; CANNOT BID ON A FDOT FUNDED CONSTRUCTION PROJECT OVER \$250,000. CANNOT BID, BE A SUB-CONTRACTOR, EXCESS OF THRESHOLD AMOUNTS, PER FEDERAL HIGHWAY ADMINISTRATION NOTICE IN N 2000.491.	PENDING

Oklawaha Farms, Inc.
9200 S.Dadeland Blvd #705
Miami, FL 33156
305-670-9660
FAX: 305-670-9659

March 6, 2006

Mr. Bill Johnson
Seminole County Purchasing Division

Via FAX Transmission# 407-665-7956

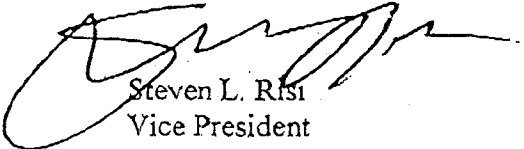
Re: Bid Number CC-0588-06/BHJ

Dear Mr. Johnson:

This letter is notifying you that Oklawaha Farms, Inc. is withdrawing its bid for the above referenced bid number because the price used for item no. 120-9, excavation, embankment, and grading was incorrect.

Thank you.

Sincerely,



Steven L. Risi
Vice President

DEPARTMENT OF FISCAL SERVICES

PURCHASING AND CONTRACTS DIVISION



April 6, 2006

Fax 305-670-9659

FAXED
3:11pm

Olawaha Farms, Inc.
Louis J. Risi, Jr., President
9200 South Dadeland Blvd., Suite 705
Miami, FL 33156

Subject: CC-0588-06/BHJ – Crane Strand Regional Stormwater Facility
(Exceeds Budget)

Dear Mr. Risi:

All bids on the Crane Strand Regional Stormwater Facility project exceed budget. Therefore we are extending the opportunity to the current qualified bidders on this project to resubmit revised pricing.

Enclosed for your convenience is Section 00100 Bid Form, pages 1 through 6 from the original bid package. Your completion and return of the enclosed bid forms on or before Wednesday, April 12, 2006 at 2:00pm, is acknowledgement that you fully comply with all components as set forth in the contract documents, as originally submitted.

Please complete and return the "No Bid" form attached by fax or mail, if you have no interest in participating further on this project.

If you have any questions, please contact me at your convenience.

Sincerely,

Tammy L. Roberts

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

c: B. Walter

DEPARTMENT OF FISCAL SERVICES

PURCHASING AND CONTRACTS DIVISION



April 6, 2006

Fax. 407-532-8332

FAXED
3:11pm

APEC, Inc.
Majid Fouladi, President
4436 Old Winter Garden Road
Orlando, FL 32811

Subject: CC-0588-06/BHJ – Crane Strand Regional Stormwater Facility
(Exceeds Budget)

Dear Mr. Fouladi:

All bids on the Crane Strand Regional Stormwater Facility project exceed budget. Therefore we are extending the opportunity to the current qualified bidders on this project to resubmit revised pricing.

Enclosed for your convenience is Section 00100 Bid Form, pages 1 through 6 from the original bid package. Your completion and return of the enclosed bid forms on or before Wednesday, April 12, 2006 at 2:00pm, is acknowledgement that you fully comply with all components as set forth in the contract documents, as originally submitted.

Please complete and return the "No Bid" form attached by fax or mail, if you have no interest in participating further on this project.

If you have any questions, please contact me at your convenience.

Sincerely,

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

c: B. Walter

DEPARTMENT OF FISCAL SERVICES

PURCHASING AND CONTRACTS DIVISION



April 6, 2006

Fax 407-834-6391

Central Florida Environmental, Corp.
David E. Stalow, President
740 Florida Central Parkway, Suite 2032
Longwood, FL 32750

FAXED
3:11pm

Subject: CC-0588-06/BHJ – Crane Strand Regional Stormwater Facility
(Exceeds Budget)

Dear Mr. Stalow:

All bids on the Crane Strand Regional Stormwater Facility project exceed budget. Therefore we are extending the opportunity to the current qualified bidders on this project to resubmit revised pricing.

Enclosed for your convenience is Section 00100 Bid Form, pages 1 through 6 from the original bid package. Your completion and return of the enclosed bid forms on or before Wednesday, April 12, 2006 at 2:00pm, is acknowledgement that you fully comply with all components as set forth in the contract documents, as originally submitted.

Please complete and return the "No Bid" form attached by fax or mail, if you have no interest in participating further on this project.

If you have any questions, please contact me at your convenience.

Sincerely,

Tammy L. Roberts

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

c: B. Walter

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

BID NUMBER: CC-0588-06/BHJ
 BID TITLE: Crane Strand Regional Stormwater Facility
 REVISED OPENING DATE: April 12, 2006 at 2:00 P.M.

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.

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Total Bid	\$1,558,000.00	\$1,848,649.30	\$1,878,120.88	
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	
American w/Disabilities Affidavit	Yes	Yes	Yes	
Request for Taxpayer Number (W-9)	Yes	Yes	Yes	

Opened and Tabulated by B. Johnson.

Posted: April 12, 2006

Recommendation of Award: Oklawaha Farms, Inc. of Miami
 BOCC Award Date: May 9, 2006

AGREEMENT (CC-0588-06/BHJ)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **OKLAWAHA FARMS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 9200 S. Dadeland Boulevard, Suite 705, Miami, Florida 33156, 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. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-0588-06/BHJ - Crane Stand Regional Stormwater Facility.

The Project for which the Work under the Contract Documents is a part is generally described as CC-0588-06/BHJ - Crane Stand Regional Stormwater Facility.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Singhofan and Associates, Inc., 925 S. Semoran Blvd., Suite 104, Winter Park, Florida 32792.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean Seminole County Engineering Division.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred fifty (150) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is ONE MILLION FIVE HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,558,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Additional Retainage For Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after

the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. 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, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, 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.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations,

examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be J. Andrew Risi, Ph.D. and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR

shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The

CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. 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) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.

- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and

CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FOUR HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$432.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

Section 10. 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, monies that may become due and monies 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.

Section 11. 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 original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. 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:

Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32771

For CONTRACTOR:

Oklawaha Farms, Inc.
Attn: J. Andrew Risi, Ph.D.
9200 S. Dadeland Blvd, Suite 705
Miami, FL 33156

Section 13. 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 14. 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 breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER 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, as determined by ENGINEER, 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 or by ENGINEER on their behalf.

ATTEST:

OKLAWAHA FARMS, INC.

STEVEN L. RISI, Secretary

By: _____
LOUIS J. RISI, JR., President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
4/18/06
CC-0588

BID FORM

**SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT: Crane Strand Regional Stormwater Facility
COUNTY CONTRACT NO.: CC-0588-06/BHJ

Name of Bidder: Oklawaha Farms, Inc.

Mailing Address: 9200 South Dadeland Boulevard, Suite 705, Miami, FL 33156

Street Address: 9200 South Dadeland Boulevard, Suite 705

City/State/Zip: Miami, FL 33156

Phone Number: (305) 670-9660

FAX Number: (305) 670-9659

Contractor License Number: CG C038235

TO: Purchasing and Contracts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and 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 construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing and Contracts Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-1
CC-0588-06/BHJ

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal 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 proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY.

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-2
CC-0588-06/BHJ

BID FORM

AGREEMENT TITLE: Crane Strand Regional Stormwater Facility
COUNTY CONTRACT NO.: CC-0588-06/BHJ

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BASE BID: \$1,558,000.00
Numbers

One Million Five Hundred Fifty Eight Thousand Dollars and Zero Cents

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above 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.

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

Section 00100 - Bid Forms, including alternates and addendum, if any.

Section 00150 - Trench Safety Act Form

Section 00160 - Bidder Information Forms

- Request for Tax Payer Number (W-9)

Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00630 - Americans with Disabilities Act Form

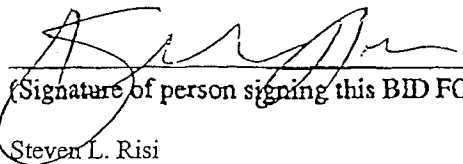
BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-3
CC-0588-06/BHJ

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 11th day
of April, 2006.

Oklawaha Farms, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Steven L. Risi

(Printed name of person signing this BID
FORM)

Vice President, Oklawaha Farms, Inc.

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS 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 percent (5%) of the Total Bid, 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.

BID FORM

AGREEMENT TITLE: Crane Strand Regional Stormwater Facility
COUNTY CONTRACT NO.: CC-0588-06/BHJ

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	PRICE
101-1	MOBILIZATION (Limit 5% of Base Bid)	1	LS	75,000.00	75,000.00
102-1	MAINTENANCE OF TRAFFIC 1 LS	1	LS	16,611.50	16,611.50
104-14	PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	1	LS	60,000.00	60,000.00
110-1-1	CLEARING & GRUBBING	7	AC	13,000.00	91,000.00
120-9	EXCAVATION, EMBANKMENT, AND GRADING	55765	CY	8.50	474,002.50
400-2-8	CONC CLASS II (BULKHEAD)	10.1	CY	5,000.00	50,500.00
400-4-1	CONC CLASS IV (CULVERTS)	102.5	CY	1,000.00	102,500.00
415-1-1	REINFORCING STEEL (ROADWAYS)	18876	LB	7.00	132,132.00
415-1-8	REINFORCING STEEL (BULKHEAD)	1131	LB	40.00	45,240.00
425-2-61	MANHOLES (P-8) (<10')	4	SF	3,062.00	12,248.00
425-2-81	MANHOLES (J-8) (<10')	1	SF	4,500.00	4,500.00
430-171-123	PIPE CONC CULV (CLASS III) (15" SS)	29	LF	153.00	4,437.00
430-171-125	PIPE CONC CULV (CLASS III) (18" SS)	11	LF	430.00	4,730.00
430-171-129	PIPE CONC CULV (CLASS II) (24" SS)	47	LF	307.00	14,429.00
430-171-141	PIPE CONC CULV (CLASS III) (48" SS)	20	LF	613.00	12,260.00
430-982-223	MITERED END SECTION (15')	1	EA	2,450.00	2,450.00
430-982-225	MITERED END SECTION (18')	2	EA	3,063.00	6,126.00
430-982-229	MITERED END SECTION (24')	2	EA	4,900.00	9,800.00
430-982-241	MITERED END SECTION (48')	2	EA	4,900.00	9,800.00
430-982-241.	MITERED END SECTION (48') (DBL)	1	EA	24,500.00	24,500.00
455-133	SHEET PILING STEEL	3238	SF	20.00	64,760.00
615-1-2	PIPE HANDRAIL (ALUMINUM)	118	LF	75.00	8,850.00
624-49	CONC DITCH PYMT (REINFORCED), 6" THICK	536	SY	100.00	53,600.00
630-3-4	RIPRAP (RUBBLE)	1203	TN	100.00	120,300.00
550-4-2	FENCING, TYPE B (6' HEIGHT)	3086	LF	24.00	74,064.00
550-5-1	PULL POST ASSEMBLY (TYPE B, 6' HEIGHT FENCE)	9	EA	1,000.00	9,000.00
550-6-1	END POST ASSEMBLY (TYPE B, 6' HEIGHT FENCE)	12	EA	1,000.00	12,000.00
550-76-122	FENCE GATE, TYPE B, DOUBLE (12' OPENING, 6' HEIGHT FENCE)	5	EA	1,500.00	7,500.00
575-1-1	SODDING (BAHIA)	22264	SY	2.50	55,660.00
TOTAL BID =				1,558,000.00	

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

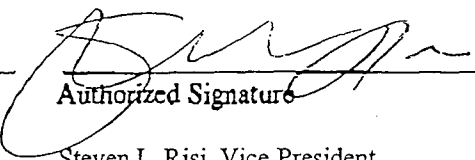
00100-5
CC-0588-06/BHJ

Oklawaha Farms, Inc.

Company Name

4/11/06

Date


Authorized Signature

Steven L. Risi, Vice President

Printed Name

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-6
CC-0588-06/BHJ

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Oklawaha Farms, Inc.

9200 South Dadeland Boulevard, Suite 705, Miami, FL 33156

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

9130 S. Dadeland Blvd., Ste. 1700, Miami, FL 33156

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto Seminole County, Florida, Board of County Commissioners
500 W. Lake Mary Boulevard, Sanford, FL 32773

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

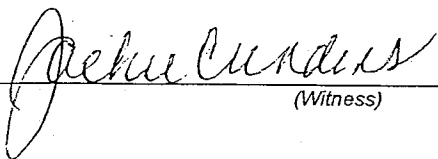
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid No. CC-0588-06/BHJ. The Crane Strand Regional Stormwater Facility Project, South Seminole County, FL. Construction of Wet Detention Pond

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of April, 2006


(Witness)

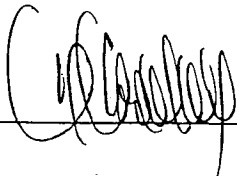
Oklawaha Farms, Inc.

(Principal)

(Seal)

By: 

VP
(Title)


(Witness)

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: 

Attorney-in-Fact

D. W. Matson III

(Title)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **D. W. MATSON, III and John W. CHARLTON, both of Coral Gables, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and apply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of D. W. MATSON, III, John W. CHARLTON, dated November 16, 1993.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of March, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

By:

Paul C. Rogers

Paul C. Rogers

Vice President

State of Maryland }
City of Baltimore } ss:

On this 17th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Sandra Lynn Mooney

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004

BID FORM

**SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT: Crane Strand Regional Stormwater Facility
COUNTY CONTRACT NO.: CC-0588-06/BHJ

Name of Bidder: Oklawaha Farms, Inc.

Mailing Address: 9200 South Dadeland Boulevard, Suite 705, Miami, FL 33156

Street Address: 9200 South Dadeland Boulevard, Suite 705

City/State/Zip: Miami, FL 33156

Phone Number: (305) 670-9660

FAX Number: (305) 670-9659

Contractor License Number: CG C038235

TO: Purchasing and Contracts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and 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 construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing and Contracts Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-1
CC-0588-06/BHJ

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal 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 proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY.

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-2
CC-0588-06/BHJ

BID FORM

AGREEMENT TITLE: Crane Strand Regional Stormwater Facility
COUNTY CONTRACT NO.: CC-0588-06/BHJ

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BASE BID: \$1,558,000.00
Numbers

One Million Five Hundred Fifty Eight Thousand Dollars and Zero Cents

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
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The Bidder acknowledges the receipt, execution, and return of the following forms:

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Section 00160 - Bidder Information Forms

- Request for Tax Payer Number (W-9)

Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00630 - Americans with Disabilities Act Form

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-3
CC-0588-06/BHJ

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 11th day
of April, 2006.

Oklawaha Farms, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Steven L. Risi

(Printed name of person signing this BID
FORM)

Vice President, Oklawaha Farms, Inc.

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS 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 percent (5%) of the Total Bid, 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
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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.

BID FORM

AGREEMENT TITLE: Crane Strand Regional Stormwater Facility
COUNTY CONTRACT NO.: CC-0588-06/BHJ

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	PRICE
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430-982-225	MITERED END SECTION (18')	2	EA	3,063.00	6,126.00
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524-48	CONC DITCH PVT (REINFORCED), 6" THICK	536	SY	100.00	53,600.00
530-3-4	RIPRAP (RUBBLE)	1203	TN	100.00	120,300.00
550-4-2	FENCING, TYPE B (6' HEIGHT)	3086	LF	24.00	74,064.00
550-6-1	PULL POST ASSEMBLY (TYPE B, 6' HEIGHT FENCE)	9	EA	1,000.00	9,000.00
550-6-1	END POST ASSEMBLY (TYPE B, 6' HEIGHT FENCE)	12	EA	1,000.00	12,000.00
550-76-122	FENCE GATE, TYPE B, DOUBLE (12' OPENING, 6' HEIGHT FENCE)	5	EA	1,500.00	7,500.00
575-1-1	SODDING (BAMIA)	22264	SY	2.50	55,660.00
TOTAL BID =				1,558,000.00	

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

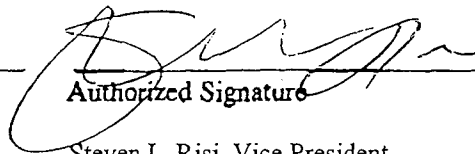
00100-5
CC-0588-06/BHJ

Oklawaha Farms, Inc.

Company Name

4/11/06

Date



Authorized Signature

Steven L. Risi, Vice President

Printed Name

BID FORM
4/2006

REVISED BID FORM
Crane Strand Regional Stormwater Facility

00100-6
CC-0588-06/BHJ

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

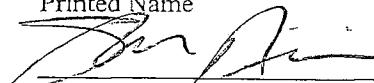
In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item**. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY</u> <u>MEASURE</u>	<u>UNITS OF</u> <u>MEASURE</u>	<u>QUANTITY</u>	<u>UNIT</u> <u>COST</u>	<u>EXTENDED</u> <u>COST</u>
-0-	-0-	-0-	-0-	-0-

TOTAL \$ 0

Steven L. Risi

Printed Name


Signature

Oklawaha Farms, Inc.

Bidder Name

2/28/2006

Date

BIDDER INFORMATION

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

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	Louis J. Risi, Jr.
	Vice-President	Steven L. Risi
	Secretary	Steven L. Risi
	Treasurer	Steven L. Risi
	Resident Superintendent	J. Andrew Risi, Ph.D.

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 Oklawaha Farms, Inc.

The Bidder shall complete and provide the following information regarding experience within the past three years for similar work completed.

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.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
<u>3/25/2005</u>	<u>McIntosh Park Enhanced Stormwater Treatment Wetland,</u> <u>Plant City, FL. SWFWMD, Mike Holtkamp, 7601 Hwy 301 N,</u> <u>Tampa, FL 33637, P: 813-985-7481, F: 813-987-6746</u>		<u>\$2,231,603.00</u>
<u>7/8/2005</u>	<u>Allapattah Internal Ditch Filling, Sections 6, 7 and 18,</u> <u>Martin County, FL. SFWMD, Lai Shafau, 3301 Gun Club Rd,</u> <u>WPB, FL 33406, P: 561-682-6243, F: 561-682-5526</u>		<u>\$ 698,692.50</u>
<u>10/10/2003</u>	<u>Gateway Tract Habitat Restoration Project, Pinellas</u> <u>County, FL, SWFWMD, Stephanie Powers, 7601 Hwy 301 N,</u> <u>Tampa, FL 33637, P: 813-985-7481, F: 813-987-6746</u>		<u>\$ 1,186,089.00</u>
<u>7/10/2003</u>	<u>North Apollo Beach Habitat Restoration Project,</u> <u>Apollo Beach, FL. SWFWMD, Mike Holtkamp, 7601 Hwy</u> <u>301 N, Tampa, FL 33637, P: 813-985-7481, F: 813-987-6746</u>		<u>\$ 2,010,300.00</u>
<u>10/10/2001</u>	<u>Cocohatchee Canal Phase 4 Improvements, Collier</u> <u>County, FL. SFWMD, Nick Kretis, 3301 Gun Club Rd, WPB,</u> <u>FL33406, P: 561-682-6245, F: 561-682-6374</u>		<u>\$ 978,062.00</u>
			<u>\$</u>

Do you have any similar work in progress at this time? ☒ Yes ☐ No

Length of time in business: 19 years Years (Minimum of 3 Years)

Bank or Financial references: (Include Contact Name and telephone number)
SunTrust Bank, 201 Alhambra Circle, 14th Floor, Coral Gables, FL 33134. Contact: Cheny Sust, 305-442-3191.

BIDDER INFORMATION
1/06

Crane Strand Regional Stormwater Facility

00160-2
CC-0588-06/BHJ

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Oklawaha Farms, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 9200 South Dadeland Boulevard, Suite 705	
City, state, and ZIP code Miami, FL 33156	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	9	2	8	3	5	3	7	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

2/28/06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

State of Florida)
)ss
County of Miami-Dade)

STATE OF Florida)
) ss
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 28th day of February, 2006, by Steven L. Risi who is personally known to me or who has produced _____ identification.



Jacqueline Cundins
Commission #DD218904
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Jacqueline Cundins
Print Name Jacqueline Cundins
Notary Public in and for the County and State
Aforementioned

My commission expires: 6/8/2007

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: 2/28/2006

By: 

Print Name: Steven L. Risi

Official Address:

Title: Vice President

9200 South Dadeland Boulevard, Suite 705

Miami, FL 33156

(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:

Signature:

Printed Name:

Title:

Date:

Oklawaha Farms, Inc.Steven L. RisiVice President3/1/2006

Affix Corporate Seal

STATE OF Florida)
COUNTY OF Miami-Dade) ss

The foregoing instrument was acknowledged before me this, 1st day of March, 2006 by Steven L. Risi of Oklawaha Farms, Inc. (firm), on behalf of the firm. ☒ She is personally known to me or has produced identification.



Jacqueline Cundins
Commission #DD218904
Expires: Jun 08, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Jacqueline Cundins
Print Name Jacqueline Cundins
Notary Public in and for the County
and State Aforementioned

My commission expires: 6/8/2007AMERICANS WITH DISABILITIES ACT AFFIDAVIT
1/0600630-1
CC-0588-06/BHJ

Crane Strand Regional Stormwater Facility

TOTAL P.02

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Oklawaha Farms, Inc.

9200 South Dadeland Boulevard, Suite 705, Miami, FL 33156

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

9130 S. Dadeland Blvd., Ste. 1700, Miami, FL 33156

a corporation duly organized under the laws of the State of MD

as Surety, hereinafter called the Surety, are held and firmly bound unto Seminole County, Florida, Board of County Commissioners
500 W. Lake Mary Boulevard, Sanford, FL 32773

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

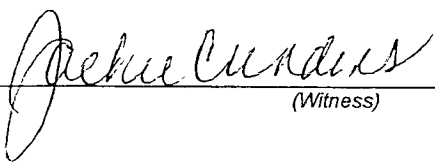
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

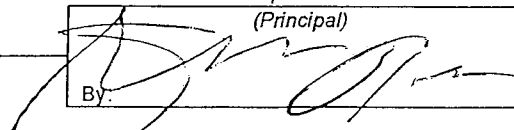
WHEREAS, the Principal has submitted a bid for Bid No. CC-0588-06/BHJ. The Crane Strand Regional Stormwater Facility Project, South Seminole County, FL. Construction of Wet Detention Pond

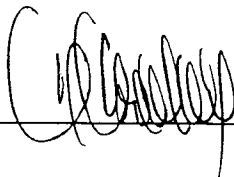
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of April, 2006

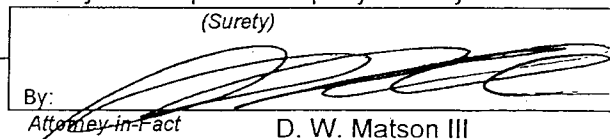

(Witness)

Oklawaha Farms, Inc.

 (Principal) (Seal)
By: VP (Title)


(Witness)

Fidelity and Deposit Company of Maryland

(Surety) (Seal)
By: 
Attorney-in-Fact D. W. Matson III (Title)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

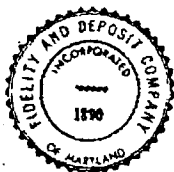
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **D. W. MATSON, III and John W. CHARLTON, both of Coral Gables, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of D. W. MATSON, III, John W. CHARLTON, dated November 16, 1993.

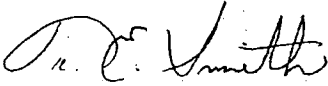
The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of March, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



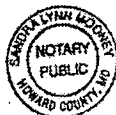

T. E. Smith Assistant Secretary

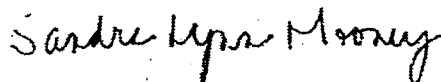
By: 
Paul C. Rogers Vice President

State of Maryland } ss:
City of Baltimore }

On this 17th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Sandra Lynn Mooney Notary Public
My Commission Expires: January 1, 2004