

CONSTRUCTION CONTRACTS

27. **Award CC-1284-06/TLR – Continuing Services for Sidewalks and Minor Construction less than \$250,000.00 to Stage Door II, Apopka; Central Florida Environmental, Longwood; Compilog International Co., Altamonte Springs; Paragon Development & Construction, Orlando; American Persian Engineers & Constructors, Inc., Orlando; and AJC Construction, LLC, Orlando (Estimated budget per year \$2,000,000.00).**

CC-1284-06/TLR will provide for all multiple contractors to perform sidewalk and minor construction (under \$250,000.00 per project) for the Public Works Department.

This project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Antoine Khoury, Alan Ayash, and Eric Erickson evaluated the responses. Consideration was given to the firm's qualifications, experience and proposed costs.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidders, Stage Door II, Apopka; Central Florida Environmental, Longwood; Compilog International Co., Altamonte Springs; Paragon Development & Construction, Orlando; American Persian Engineers & Constructors, Inc., Orlando; and AJC Construction, LLC, Orlando, not to exceed the combined total of \$2,000,000.00 per year.

Authorization for performance of services by the Contractors under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractors. Each of the contractors will be allowed to propose on each work order under a competitive environment. They may bid unit prices below their contract unit price, but may not bid higher. Each work order will be awarded to the contractor offering the lowest price that meets the County's schedule. When time is critical, the A + B method of evaluation will be utilized.

The work and dollar amount for each work order will be based on the project and will be negotiated on an as-needed basis, not to exceed \$250,000.00 per work order. The budget funding for this contract will be with each work order, since each work order has a unique scope and cost.

Public Works and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreements as prepared by the County Attorney's Office.

**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-1284-06/TLR

BID TITLE: Continuous Contract for Sidewalks and Minor Construction

OPENING DATE: September 27, 2006, 2:00 P.M.

PAGE: 1 of 2

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Stage Door II 3208 Overland Rd. Apopka, FL 32703 Peter V. Piacenti, President Ph. 407-578-2918 Fx. 407-578-2921	Central Florida Environmental 740 Fl. Central Pkwy, Ste. 2032 Longwood, FL 32750 David Stalowy, President Ph. 407-834-6115 Fx. 407-834-6391	Compilog International Co. 452 Osceola St., Ste. 104-105 Altamonte Springs, FL 32701 Luis F. Pinzon Ph. 407-265-9784 Fx. 407-265-2224
GRAND TOTAL (100%)	TBD	TBD	TBD
Bid Price (60%)	\$484.20 = 60%	\$674.46 = 43.2%	*\$693.52 = 42%
General Project Experience- (40%)	TBD	TBD	TBD
Bid Form/Acknowledgement of Addenda (2)	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Trench Safety Act Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes

*Correction made

**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-1284-06/TLR

BID TITLE: Continuous Contract for Sidewalks and Minor Construction

PAGE: 2 of 2

OPENING DATE: September 27, 2006, 2:00 P.M.

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	Paragon Development & Constr. 2426 Baesel View Dr. Orlando, FL 32835 Paryis Mousavi, President Ph. 407-399-2543 Fx. 407-299-0116	American Persian Engineers & Constructors, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 Jan Hine, Vice President Ph. 407-522-0350 Fx. 407-532-8332	AJC Construction, LLC 8046A Presidents Dr. Orlando, FL 32809 Alexander Caputo, CFO Ph. 407-855-5572 Fx. 407-855-4922
GRAND TOTAL (100%)	TBD	TBD	TBD
Bid Price (60%)	*\$712.32 = 40.8%	\$717.26 = 40.8	\$764.28 = 37.8%
General Project Experience – (40%)	TBD	TBD	TBD
Bid Form/Acknowledgement of Addenda (2)	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Trench Safety Act Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes

*Correction made

Opened and Tabulated by: T. Roberts, CPPB

POSTED: 09/28/2006 Update 10/18/2006

FINAL RESULTS AND RECOMMENDATION: Stage Door II; CFE; Compilog; Paragon Dev. & Const; APEC; and AJC

BCC award date: 11/07/2006

AGREEMENT (CC-1284-06/TLR)

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **STAGE DOOR II, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3208 Overland Road, Apopka, Florida 32703, 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 continuing services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the option of the parties, may be renewed for one (1) additional one (1) year term. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized

by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work 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 4. Time for Completion. The services to be rendered by the CONTRACTOR shall commence as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule, attached hereto as Exhibit "B". The total amount of compensation paid to the CONTRACTOR under the terms of this Agreement, shall not exceed the amount budgeted by the COUNTY for

Project No. CC-1284-06/TLR.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

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, 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 Contract.

(b) 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.

(c) 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.

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 including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.

- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. 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, 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 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) or ONE PERCENT (1%) OF THE CONTRACT SUM, WHICHEVER IS GREATER. 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 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:

County Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

Stage Door II, Inc.
3208 Overland Road
Apopka, Florida 32703

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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

ATTEST:

STAGE DOOR II, INC.

By: _____
PETER V. PIACENTI, President

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.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
10/19/06
CC-1284-Stage Door

Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

CONTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE

COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the 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.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$ _____) 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

ADDENDUM #2
BID FORM

COPY

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR
CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: Stage Door II, Inc.

Mailing Address: 3208 Overland Rd.

Street Address: 3208 Overland Rd

City/State/Zip: Apopka, FL 32703

Phone Number: (407) 578-2918

FAX Number: (407) 578-2921

Contractor's License # CU049484, CBC057849, QB0006598

E-Mail Address: StageDoortwo@yahoo.com

TO: Purchasing and Contracts Division of Seminole County, Florida

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 and Work Orders.

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.

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 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.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents
from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: Using a unique approach to projects of this nature, Public Works has given bid items **weight multipliers (WM)** based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

- Every project = 100 %
- Often = 75 %
- Somewhat Often = 50 %
- Not Often = 25 %
- Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 5 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). ~~These projects must be different than those listed in Section III.~~ The Contract Administrator will be asked to award one of the following grades:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Poor</u>
5 Points	4 Points	3 Points	0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and the four (4) highest scores will be awarded the contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for two (2) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contacts.

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100):
(Maximum 65 60 Points of Bid Award)

\$484.20

Numbers

Four hundred eighty four and 20/100

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27 day of September, 2006.

Stage Doors II, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

PETER V. Piacenti
(Printed name of person signing this BID FORM)

PROS.
(Title of person signing this BID FORM)

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



September 19, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor
Construction Less than \$250,000
Due Date: September 20, 2006 @ 2:00 PM

ADDENDUM #1

Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

Attached is the Drug Free Workplace form omitted from the original bid package.

Failure to acknowledge receipt of this addendum on the submittal MAY result in disqualification of your bid response.

Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



September 20, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor Construction Less than \$250,000

REVISED Due Date: September 27, 2006 @ 2:00 PM

ADDENDUM #2

Total pages: 7

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

The due date for this project has been extended to
September 27, 2006 at 2:00 PM

The following line items have been deleted from the Bid Form:

523-1-1	Pavement/Textured Pavement (Over Asphalt)	250 SY
523-1-2	Pavement/Textured Pavement (Over Concrete)	250 SY
999-534-70	Gravity Wall, Concrete Block (Segmental)	60 SF

And on page 00100-3 of the Bid Form, the "Maximum 65 Points of Bid Award" is corrected to read "Maximum 60 Points of Bid Award", see revised bid forms attached.

CC-1284-06/TLR
Addendum #2

Page 2

An Excel Spreadsheet of the *Line Item Bid Form* has been posted to the website under the *Tech Spec Images 1 #* link. Vendors have the *option* of using this file to fill in their bid prices. All cells on the spreadsheet have been locked except for the column titled "Unit Bid Price," which is where all prices should be entered. Do not make changes to any other cells.

If you choose to use this file, you take full responsibility for changes made to any cells aside from "Unit Bid Prices." In the case of a discrepancy, information from the *Line Item Bid Form* included in addendum #2 will be used.

Failure to acknowledge receipt of this addendum on the submittal SHALL result in disqualification of your bid response.

Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum of Total Unit price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-60	Signs, Work Zone	ED	100%	240	\$ 2.00	\$ 480.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 0.50	\$ 800.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 30.00	\$ 120.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 50.00	\$ 70.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 1.00	\$ 800.00
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit Price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 14.00	\$ 840.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 50.00	\$ 50.00
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 25.00	\$ 250.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 200.00	\$ 500.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 600.00	\$ 1,260.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 600.00	\$ 600.00
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 20.00	\$ 100.00
425-1-311	Inlets, (Curb Type P-1) (<10)	EA	5%	2	\$ 3,000.00	\$ 300.00
425-1-321	Inlets, (Curb Type P-2) (<10)	EA	5%	2	\$ 3,500.00	\$ 350.00
425-1-351	Inlets, (Curb Type P-5) (<10)	EA	5%	2	\$ 4,000.00	\$ 400.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 2,000.00	\$ 200.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 1,000.00	\$ 100.00
425-5	Manholes, (Adjust)	EA	5%	2	\$ 1,000.00	\$ 100.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 2,000.00	\$ 200.00
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 30.00	\$ 36.00
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 35.00	\$ 42.00
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 42.00	\$ 336.00
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 2,918.00	\$ 291.80
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 4,052.00	\$ 405.20
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 15.00	\$ 22.50
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 300.00	\$ 30.00
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 350.00	\$ 175.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 400.00	\$ 200.00

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 100.00	\$ 600.00
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 20.00	\$ 250.00
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 20.00	\$ 500.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 18.00	\$ 45.00
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 38.00	\$ 22,800.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 45.00	\$ 337.50
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250	\$ -	\$ -
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250	\$ -	\$ -
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 20.00	\$ 250.00
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 300.00	\$ 1,200.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 25.00	\$ 25.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 50.00	\$ 1,500.00
536-73	Guardrail Removal	LF	10%	250	\$ 5.00	\$ 125.00
538-1	Guardrail Reset	LF	5%	2	\$ 10.00	\$ 1.00
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 8.00	\$ 80.00
570-9	Water for Grass	MG	5%	2	\$ 100.00	\$ 10.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 3.00	\$ 4,500.00
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 3.50	\$ 5,250.00
577-70	Reworking Shoulder	SY	5%	50	\$ 9.00	\$ 22.50
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 100.00	\$ 15.00
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 100.00	\$ 5.00
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 100.00	\$ 20.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 25.00	\$ 25.00
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 20.00	\$ 500.00
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 25.00	\$ 625.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 12.00	\$ 300.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 15.00	\$ 375.00
TOTAL				1		\$48,419.50
	Total Bid price = Total Bid Price/100			1		\$484.20

**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 MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
N/A	A			

PETER V. PICCENTI
Printed Name
Peter Piccenti
Signature

TOTAL \$ _____

Stage Door II, Inc.
Bidder Name
9-20-06
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	PETER V. Piacenti
	Vice-President	Paul B. Pendleton
	Secretary	PETER V. Piccenti
	Treasurer	PETER V. Piccenti

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.

**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 Stage Door II, Inc.
Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.) 3208 Overland Rd.
City, state, and ZIP code Apopka, FL 32703
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.

Social security number								
or								
Employer identification number								
5	9	1	4	5	6	0	8	1

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 [Signature]

Date 9-20-06

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

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

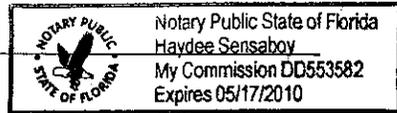
STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 20 day of September, 2006, by Peter V. Picanti who is personally known to me or who has produced _____ identification.

Haydee Sensaboy
Print Name Haydee Sensaboy

Notary Public in and for the County and State
Aforementioned

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: 9-20-06

By: 

Print Name: PETER V. Piacenti

Title: Pres.

Official Address:

Stage Door II, Inc.

3208 Overland Rd.

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.

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

Stage Door II, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

Stage Door II, Inc.

Firm

9-26-06

Date

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: Stage Door II, Inc.
Signature: *[Signature]*
Printed Name: PETER V. Piacenti
Title: PRES.
Date: 9-20-06

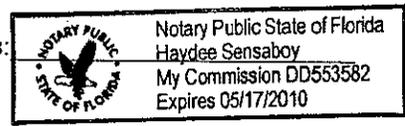
Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 20 day of September, 2006, by PETER V. Piacenti of Stage Door II firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

[Signature]
Print Name Haydee Sensaboy
Notary Public in and for the County
and State Aforementioned

My commission expires:



Section II – General Project Experience – Maximum 40 points

Each contractor shall submit a list of five (5) projects, along with a contract administrator name and number. These will be considered general references and these projects can be anywhere in Central Florida (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). Attach separate page if necessary.

Excellent = 5 points
 Very Good = 4 points
 Good = 3 points
 Poor = 0 point

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
	<i>See Attached</i>		\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Length of time in business: _____ Years

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

Stage Door II, Inc.

3208 Overland Road, Apopka, FL 32703
407-578-2918 Fax 407-578-2921

EXPERIENCE OF BIDDER

<u>Date of Contract</u>	<u>Name of Project Location & Owner</u>	<u>Client Name Telephone & Fax</u>	<u>Contract Amount</u>	<u>Project Description</u>	<u>Completed on Schedule</u>
2006-2009	3 Year Term Contract Sidewalk Improvement Program Orange County Highway Division Michael Weirfritz - Project Manager	O. C. Highway Dept. 4200 S. John Young Parkway Orlando, FL 32839 407-836-7884 Fax 836-7714	\$5,953,320.00	Sidewalk, Driveways	On-going
2005-2008	O.C. Annual Street Repair Cont. Orange County Water & Waste Water Div. William Telfer	Orange County Water/Wastewater 8100 Presidents Drive Orlando, FL 32808 407-836-6845 Fax 836-6838	\$6,772,443.25	Sidewalk, Driveway, Curb, Paving, Sod	On-going
2003 - 2006	3 Year Term Contract O.C. Spot Repair & Restoration of Shoulders Orange County Roads & Drainage Mike Baker - Project Manager	O.C. Roads & Drainage Division 4200 S. John Young Parkway Orlando, FL 32839 407-836-7723 Fax 407-836-7839	\$9,757,650.00	Spot repair/shoulders restoration	Yes
2003 - 2006	3 Year Term Contract Sidewalk Program & Traffic Calming Progra Orange County Highway Division Michael Weirfritz - Project Manager	O. C. Highway Dept. 4200 S. John Young Parkway Orlando, FL 32839 407-836-7884 Fax 836-7714	\$1,558,790.00	Sidewalk, Driveways	Yes
2001 - 2006	One (1) Year Term Contract for Install. of Underdrain/Edgedrain O. C. Roads & Drainage Mike Baker-Project Manager	O.C. Roads & Drainage Division 4200 S. John Young Parkway Orlando, FL 32839 407-836-7723 Fax 407-836-7839	\$17,189,900.00	Underdrain & Edgedrain	On-going

Earl K. Wood, Tax Collector

Occupational License

Orange County, Florida

This license is in addition to and not in lieu of any other license required by law or municipal ordinance. It is subject to regulation of zoning, health and any other laws with authority. It is valid from October 1 through September 30 of license year. Delinquent penalty is added October 1.

ORIGINAL

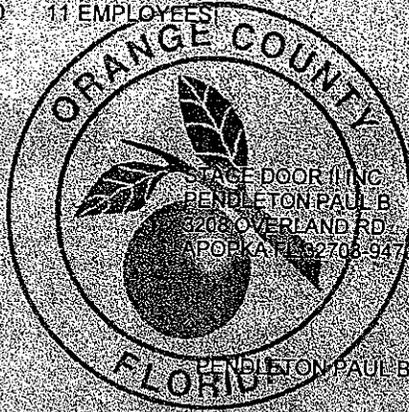
2006

EXPIRES 9/30/2007

1814-0099086

1814 UNDERGROUND UTILITIES \$40.00 11 EMPLOYEES

TOTAL TAX \$40.00
PREVIOUSLY PAID \$40.00
TOTAL DUE \$0.00



3208 OVERLAND RD
U - APOPKA 32703

PAID: \$40.00 99-303785 8/8/2006

This form becomes a receipt when validated by the Tax Collector.

AC# 2644086

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L06070600724

DATE	BATCH NUMBER	LICENSE NBR
07/05/2006	050812702	CUC049484

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489, FS
Expiration date: AUG 31, 2008

PENDLETON, PAUL BROOKS
STAGE DOOR II INC
3208 OVERLAND ROAD
APOPKA FL 32703



JEB BUSH
GOVERNOR

SIMONE MARSTILLER
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC/ 2025875

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L05060903600

DATE	BATCH NUMBER	LICENSE NBR
06/09/2005	040974062	OB0006598

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489, FS
Expiration date: AUG 31, 2007
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF THE BUILDER QUALIFIES.)



STAGE DOOR II, INC
3208 OVERLAND RD
APOPKA FL 32703

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR
SECRETARY

AC/ 2643861

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L06070600539

DATE	BATCH NUMBER	LICENSE NBR
07/06/2006	050805603	CBC057849

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489, FS
Expiration date: AUG 31, 2008



PENLETON, PAUL BROOKS
STAGE DOOR II, INC
3208 OVERLAND RD
APOPKA FL 32703

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

SIMONE MARSTILLER
SECRETARY

STAGE DOOR II - CURRENT EQUIPMENT LIST		
EQ #	VEHICLE/EQUIPMENT	VIN/SERIAL NO.
DUMP TRUCKS:		
5	Peterbilt Dump Truck	1XP5D89X7NN317417
74	Freightliner Dump Trk	1FVXTWEB1YHF92578
75	Peterbilt Dump Truck	1XP5DB9X7JD257185
84	Volvo Dump Truck	4V5K99GH33N340071
86	Volvo Dump Truck	4V5K99GH53N340072
101	Volvo Dump Truck	4VHJCCGF8XN868383
112	Sterling Dump Truck	2FZHAZDE26AV90311
HEAVY EQUIPMENT:		
1	Bobcat 763 Skid Steer Loader	Serial # 512230852
2	TCM Loader E820	Serial #61700235
52	Kobelco Loader	Serial # RK01163
53	Furukawa FL150 Wheel Loader	Serial #5103
55	TCM 820 Wheeler Loader	Serial #63305575
58	TCM 4WD Wheel Loader	Serial #64400179
60	743 Bobcat	Serial #5019-M-14382
62	Case 480LL Loader/Landscaper	Serial #9080609
64	Cyote Loader	Serial #814514
79	TCM 820 LOADER (forks & bucket)	Serial #61700362
95	Komatsu Wheel Loader	Serial #HA950462
97	Bobcat Loader S-185-D	Serial #519032586
104	Volvo Wheel Loader	Serial #6011044
105	Volvo Wheel Loader L25B	Serial #1750514
108	Volvo Wheel Loader L25B	Serial #50211
116	Komatsu Wheel Loader	Serial#H951292
117	Volvo Wheel Loader	Serial#1750385
Peter V. Piacenti, Pres.		
STAGE DOOR II, INC.		
DATE _____		
Updated 12-08-05		

AGREEMENT (CC-1284-06/TLR)

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **CENTRAL FLORIDA ENVIRONMENTAL**, duly authorized to conduct business in the State of Florida, whose address is 740 Florida Central Parkway, Suite 2032, Longwood, Florida 32750, 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 continuing services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the option of the parties, may be renewed for one (1) additional one (1) year term. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both

parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work 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 4. Time for Completion. The services to be rendered by the CONTRACTOR shall commence as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule, attached hereto as Exhibit "B". The total amount of compensation paid to the CONTRACTOR under the terms of

this Agreement, shall not exceed the amount budgeted by the COUNTY for Project No. CC-1284-06/TLR.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

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, 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 Contract.

(b) 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.

(c) 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.

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 including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.

- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. 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, 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 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) or ONE PERCENT (1%) OF THE CONTRACT SUM, WHICHEVER IS GREATER. 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 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:

County Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

Central Florida Environmental
740 Florida Central Parkway, Suite 2032
Longwood, Florida 32750

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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

CENTRAL FLORIDA ENVIRONMENTAL

Witness

Print Name

Witness

Print Name

By: _____
DAVID STALOWY, President

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.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
10/19/06
CC-1284-CFE

Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE

COUNTY)

ATTEST:

(Company Name)

By: _____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$ _____) 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.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEAWLKS AND MINOR
CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: Central Florida Environmental Corporation

Mailing Address: 740 Florida Central Parkway Suite 2032

Street Address: 740 Florida Central Parkway Suite 2032

City/State/Zip: Longwood, Florida 32750

Phone Number: (407) 834-6115

FAX Number: (407) 834-6391

Contractor's License # CGC 055230

E-Mail Address: stalzz@aol.com

TO: Purchasing and Contracts Division of Seminole County, Florida

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 and Work Orders.

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.

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 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.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents
from the COUNTY directly or via the website (www.seminolccountyfl.gov/purchasing).

BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEAWLKS AND MINOR CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: Using a unique approach to projects of this nature, Public Works has givin bid items **weight multipliers (WM)** based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 5 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). These projects must be different than those listed in Section III. The Contract Administrator will be asked to award one of the following grades:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Poor</u>
5 Points	4 Points	3 Points	0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and the four (4) highest scores will be awarded the contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for two (2) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contacts.

TOTAL PRICE = \$ 674⁴⁶
Grand Total Price divided by Sum of Wt. Multiplier (100): _____
(Maximum 65 Points of Bid Award) Numbers

SIX HUNDRED SEVENTY FOUR DOLLARS AND FORTY SIX CENTS

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

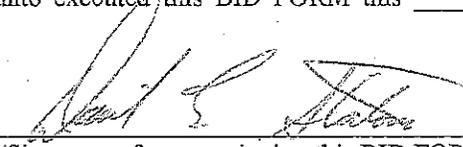
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Price stated above includes compensation for all Work, labor, permits, bonds, 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 20th day of September, 2006.

Central Florida Environmental, Corp.
(Name of BIDDER)


(Signature of person signing this BID FORM)

David E. Stalowy
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum of Total Unit price Bid excluding, Mobilization, MOT, and Clearing and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit price Bid excluding, Mobilization, MOT, and Clearing and Grubbing pay items)	LS				
102-60	Signs, Work Zone	ED	100%	240	\$ 0.55	\$ 132.00
102-74-1	Barricade (Temp)(Types I, li Vp & Drum)	ED	100%	1600	\$ 0.50	\$ 800.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 40.00	\$ 160.00
102-99	Changeable Variable Message Sign (Temp)	ED	5%	28	\$ 80.00	\$ 112.00
104-13-1	Silt Fence, Staked (Type lii)	LF	100%	800	\$ 3.00	\$ 2,400.00
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit price Bid excluding, Mobilization, MOT, and Clearing and Grubbing pay items)	LS				
110-4	Pavement, Removal Of Exist Concrete	SY	20%	300	\$ 17.00	\$ 1,020.00
110-7-1	Mailbox (Furnish & Install)(Single)	EA	25%	4	\$ 119.00	\$ 119.00
327-70-5	Milling Existing Asphalt Pvrnt (2" Avg Depth)	SY	5%	200	\$ 12.50	\$ 125.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 225.00	\$ 562.50
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 800.00	\$ 1,680.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 800.00	\$ 800.00
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 10.00	\$ 50.00
425-1-311	Inlets, (Curb Type P-1)(<10)	EA	5%	2	\$ 6,600.00	\$ 660.00
425-1-321	Inlets, (Curb Type P-2)(<10)	EA	5%	2	\$ 7,000.00	\$ 700.00
425-1-351	Inlets, (Curb Type P-5)(<10)	EA	5%	2	\$ 6,350.00	\$ 635.00
425-2-41	Manholes (P-7)(<10')	EA	5%	2	\$ 6,350.00	\$ 635.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 3,850.00	\$ 385.00
425-5	Manholes, (Adjust)	EA	5%	2	\$ 1,900.00	\$ 190.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 4,500.00	\$ 450.00
430-1-323	Pipe Culvert, Concrete (Class lii)(15")	LF	5%	24	\$ 72.00	\$ 86.40
430-1-325	Pipe Culvert, Concrete (Class lii)(18")	LF	5%	24	\$ 80.00	\$ 96.00
430-1-329	Pipe Culvert, Concrete (Class lii)(24")	LF	25%	32	\$ 90.00	\$ 720.00
430-612-125	U-Endwall (Grate)(1:4 Slope)(18")	EA	5%	2	\$ 3,400.00	\$ 340.00
430-612-129	U-Endwall (Grate)(1:4 Slope)(24")	EA	5%	2	\$ 4,100.00	\$ 410.00
430-961-213	Pipe Culvert, Pvc (Schedule 40)(Not Encased)(4")	LF	5%	30	\$ 20.00	\$ 30.00
430-98-223	Mitered End Section, (Concrete Pipe Round)(15")	EA	5%	2	\$ 855.00	\$ 85.50
430-98-225	Mitered End Section, (Concrete Pipe Round)(18")	EA	25%	2	\$ 1,200.00	\$ 600.00
430-98-229	Mitered End Section, (Concrete Pipe Round)(24")	EA	25%	2	\$ 1,400.00	\$ 700.00

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	David E. Stalowy
	Vice-President	David E. Stalowy
	Secretary	David E. Stalowy
	Treasurer	David E. Stalowy

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.

Section II – General Project Experience – Maximum 40 points

Each contractor shall submit a list of five (5) projects, along with a contract administrator name and number. These will be considered general references and these projects can be anywhere in Central Florida (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). Attach separate page if necessary.

Excellent = 5 points
 Very Good = 4 points
 Good = 3 points
 Poor = 0 point

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

SEE ATTACHED

Length of time in business: _____ Years

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

General Project Experience

Date of Contract - 2005
Name of Project – Blue Satellite Parking
Location – Orlando, Florida
Client's Name – Greater Orlando Aviation Authority
Address – Orlando, FL
Phone / Fax - 407-825-2466 / 407-855-3531
Contract Amount - \$164,000

Date of Contract - 2004
Name of Project – CR 426 @ Geneva Wilderness
Location - Seminole Couty
Client's Name – Seminole County
Address – Sanford, FL
Phone / Fax – 407-665-5690 / 407-665-5623
Contract Amount - \$108,000

Date of Contract - 2005
Name of Project – Orange Blvd. Bridge
Location – Seminole County
Client's Name – Seminole County
Address – Sanford, FL
Phone / Fax – 407-665-5941
Contract Amount - \$445,848.00

Date of Contract - 2003
Name of Project – Horse Lover's Lane
Location – Seminole County
Client's Name – Seminole County
Address – Sanford, FL
Phone / Fax – 407-665-5753 / 407-665-5742
Contract Amount - \$494,916

Date of Contract - 2003
Name of Project – Flagler Trail
Location – Seminole County
Client's Name – Seminole County
Address – Sanford, FL
Phone / Fax – 407-665-5759 / 407-665-5772
Contract Amount - \$481,000

Date of Contract – 2004
Name of Project – Kissimmee Airport Sewer
Location – Kissimmee, FL
Client's Name – City of Kissimmee
Address – Kissimmee, Florida
Phone / Fax – 407-518-2254
Contract Amount - \$693,940

Date of Contract – 2004
Name of Project – Pine Street Improvements
Location – Longwood, Florida
Client's Name – City of Longwood
Address – Longwood, FL
Phone / Fax – 407-260-3462
Contract Amount - \$749,346

Date of Contract – 2004
Name of Project – Magnolia Ave Improvements
Location – Longwood, Florida
Client's Name - City of Longwood
Address – Longwood, FL
Phone / Fax – 407-260-3462
Contract Amount - \$597,580

Date of Contract - 2004
Name of Project – Jessup Ave. Improvements
Location – Longwood, Florida
Client's Name – City of Longwood
Address – Longwood, FL
Phone / Fax – 407-260-3462
Contract Amount - \$780,167

Date of Contract - 2004
Name of Project – Continuing Contract for Construction less than \$500,000
Location – Seminole County
Client's Name – Seminole County
Address – Sanford, FL
Phone / Fax – 407-665-7112
Contract Amount - \$ varied /renewed

KEY PERSONNEL

DAVID B. STALOWY, President, V.P., SECRETARY, TREASURER
AA Okaloosa Walton Junior College 1977
BS Florida International University 1982
1985 thru 1990 - Vice President of Freptech Corp., a site and
underground utility business with \$2.5 million in annual contracts.

1983 thru 1984 - Chief Estimator of Site Construction Inc., a site
and underground utility business with \$1 million in annual contracts.

HAROLD C. TURK, General Manager, 1991 to present
A total of 32 years of construction experience with a main focus on
road and bridge construction. Also, experienced in athletic field
construction.

JAMIE RITZ, Utility Superintendent, 1999 to present
Held same position with Linco Construction for 4 years prior to joining
CFE, Corp.

BILL JOE DEES, Highway/Bridge Superintendent, 1991 to present
Prior (12 years) experience with Orange Paving and Construction as a
pipe foreman, and back hoe operator.

No member of this company has failed to complete a project or has failed
to honor any warranty work either with this or any other company.
There are no litigation claims arising out of construction projects.

FINANCIAL

BANK: Wachovia Bank
Lisa Johnson
135 West Central Blvd.
Orlando, Florida 32801
407 245 7178

INSURANCE AGENT: Gentry Insurance 407 886 3301

BONDING AGENT : Florida Surety Bonds, Inc.
407 736 7770

Page 9

BONDING SURETY: The United Fire Company

BONDING CAPACITY: \$9,000,000.00 SINGLE
\$15,000,000.00 AGGREGATE

VALUE PRESENTLY BONDED: \$1,095,000.00

SAFETY: Worker's Compensation Experience

Modification Rate for last 3 years	'99	'00	'01	'02
	.86	.86	.86	.86

No OSHA fines ever

No job site fatalities ever

GENERAL: Years in Business 16 years
Years performing site work 16 years
Average annual value of work(last3 years) \$6,000,000.00

CFE, CORP. has never been involved with bankruptcy or reorganization and there are no judgments or suits pending.

I hereby certify that the above information is true and complete to the best of my knowledge.

David E. Stalowy, president, vice president, secretary, treasure

Request for Taxpayer
 Identification Number and Certification

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

See Specific Instructions on page 2.

Name DAVID E. STALOWY

Business name, if different from above
CENTRAL FLORIDA ENVIRONMENTAL CORP.

Check appropriate box: Individual: Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
740 Florida CENTRAL PKWY. #2032

City, state, and ZIP code
LEONWOOD, FLA. 32750

List account number(s) here (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.

Social security number
 | | | | | | | |

OR

Employer identification number
59-3072378

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 [Signature] Date 9/20/2006

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
)ss
County of Seminole)

David E. Stalowy, being first duly sworn, deposes and says that:

(1) He is President, of CFE Corp., 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: David E. Stalowy

Title: President

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 20th day of September, 2006, by David E. Stalowy who is personally known to me or who has produced personally known identification.

Susan Echols
Print Name SUSAN ECHOLS

Notary Public in and for the County and State
Aforementioned

My commission expires:  Susan Echols
My Commission DD231063
Expires July 10 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.

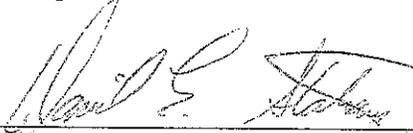
CERTIFICATION OF NONSEGREGATED FACILITIES

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: September 20, 2006

By: 

Print Name: David E. Stalowy

Official Address:

Title: President

740 Florida Central Parkway

Suite 2032

Longwood, FL 32750

(Include Zip Code)

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

DRUG-FREE WORK PLACE FORM

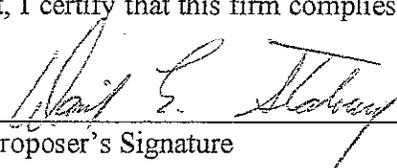
The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

Central Florida Environmental, Corp. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

Central Florida Environmental Corp.

Firm

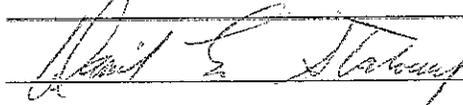
September 20, 2006

Date

**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.

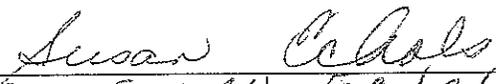
The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued 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: Central Florida Environmental, Corp.
Signature: 
Printed Name: David E. Stalowy
Title: President
Date: September 20, 2006

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 20th day of September, 20⁰⁶, by David E. Stalowy of Central Florida Environmental Corp (firm), on behalf of the firm. He/She is personally known to me or has produced personally known. identification.


Print Name SUSAN ECHOIS
Notary Public in and for the County
and State Aforementioned

My commission expires: _____  Susan Echois
My Commission D0231063
Expires July 10- 2007

AGREEMENT (CC-1284-06/TLR)

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **COMPILOG INTERNATIONAL CO.**, duly authorized to conduct business in the State of Florida, whose address is 452 Osceola Street, Suite 104-105, Altamonte Springs, Florida 32701, 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 continuing services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the option of the parties, may be renewed for one (1) additional one (1) year term. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized

by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work 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 4. Time for Completion. The services to be rendered by the CONTRACTOR shall commence as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule, attached hereto as Exhibit "B". The total amount of compensation paid to the CONTRACTOR under the terms of this Agreement, shall not exceed the amount budgeted by the COUNTY for

Project No. CC-1284-06/TLR.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

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, 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 Contract.

(b) 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.

(c) 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.

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 including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.

- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. 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, 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 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) or ONE PERCENT (1%) OF THE CONTRACT SUM, WHICHEVER IS GREATER. 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 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:

County Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

Compilog International Co.
452 Osceola Street, Suite 104-105
Altamonte Springs, Florida 32701

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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

COMPILOG INTERNATIONAL CO.

Witness

By: _____
LUIS F. PINZON, President

Print Name

Date: _____

Witness

Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
CARLTON HENLEY, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
10/19/06
CC-1284-Compilog

Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.
(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$_____) 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.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.



CONPILOG
INTERNATIONAL COMPANY

CONSTRUCTION DIVISION

BID: CC-1284-06/TLR

OFFICIAL BID: CONTINUING SERVICES FOR
SIDEWALKS AND MINOR CONSTRUCTION LESS THAT 250,000

SEMINOLE COUNTY

PURCHASING AND CONTRACTS OFFICE
1101 EAST FIRST STREET, ROOM #3208
SANFORD , FLORIDA 32771

CONPILOG INTERNATIONAL COMPANY

452 OSCEOLA STREET, SUITE 104-105

ALTAMONTE SPRINGS, FL 32701

TEL: (407)265.9784 FAX:(407) 265.2224

COPY # 1

ADDENDUM #2
BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR
CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: CONPILOG INTERNATIONAL COMPANY.

Mailing Address: 452 OSCEOLA STREET, SUITE 104-105.

Street Address: _____

City/State/Zip: ALTAMONTE SPRINGS, FLORIDA 32701.

Phone Number: (407) 265 97 84.

FAX Number: (407.) 265. 22 24.

Contractor's License # 1508237 CGC.

E-Mail Address: conpilog@hotmail.com.

TO: Purchasing and Contracts Division of Seminole County, Florida

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 and Work Orders.

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.

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 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.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents
from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).**

ADDENDUM #2
BID FORM
08/06

P/W Sidewalk & Misc. Constr.

00100-1
CC-1284-06



BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR CONSTRUCTION LESS THAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: Using a unique approach to projects of this nature, Public Works has given bid items **weight multipliers (WM)** based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 5 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). ~~These projects must be different than those listed in Section III.~~ The Contract Administrator will be asked to award one of the following grades:

Excellent
5 Points

Very Good
4 Points

Good
3 Points

Poor
0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and the four (4) highest scores will be awarded the contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for two (2) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contracts.

ADDENDUM #2
BID FORM
08/06

P/W Sidewalk & Misc. Constr.

00100-2
CC-1284-06



TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100):
(Maximum 65 60 Points of Bid Award)

693⁴⁶ .52 *JK*

Numbers

SIX HUNDRED NINE THREE DOLLARS AND 46/100.

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27 day of September, 2006.

CONPILOG

(Name of BIDDER)

[Signature]

(Signature of person signing this BID FORM)

Luis F. Pinzon.

(Printed name of person signing this BID FORM)

President.

(Title of person signing this BID FORM)

DEPARTMENT OF FISCAL SERVICES



PURCHASING DIVISION

September 19, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor
Construction Less than \$250,000
Due Date: September 20, 2006 @ 2:00 PM

ADDENDUM #1

Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

Attached is the Drug Free Workplace form omitted from the original bid package.

Failure to acknowledge receipt of this addendum on the submittal MAY result in disqualification of your bid response.

Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

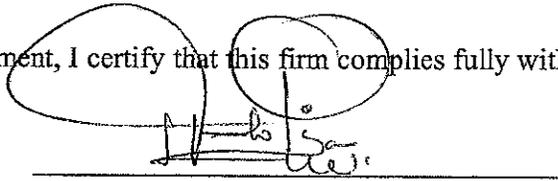
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

CONPILOG INTERNATIONAL COMPANY does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

Luis F. Pinzon

Firm

September 20/2006

Date

DEPARTMENT OF FISCAL SERVICES



PURCHASING DIVISION

September 20, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor Construction Less than \$250,000

REVISED Due Date: September 27, 2006 @ 2:00 PM

ADDENDUM #2

Total pages: 7

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

The due date for this project has been extended to
September 27, 2006 at 2:00 PM

The following line items have been deleted from the Bid Form:

523-1-1	Pavement/Textured Pavement (Over Asphalt)	250 SY
523-1-2	Pavement/Textured Pavement (Over Concrete)	250 SY
999-534-70	Gravity Wall, Concrete Block (Segmental)	60 SF

And on page 00100-3 of the Bid Form, the "Maximum 65 Points of Bid Award" is corrected to read "Maximum 60 Points of Bid Award", see revised bid forms attached.

CC-1284-06/TLR
Addendum #2

Page 2

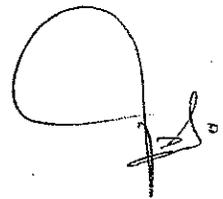
An Excel Spreadsheet of the *Line Item Bid Form* has been posted to the website under the *Tech Spec Images 1 #* link. Vendors have the *option* of using this file to fill in their bid prices. All cells on the spreadsheet have been locked except for the column titled "Unit Bid Price," which is where all prices should be entered. Do not make changes to any other cells.

If you choose to use this file, you take full responsibility for changes made to any cells aside from "Unit Bid Prices." In the case of a discrepancy, information from the *Line Item Bid Form* included in addendum #2 will be used.

Failure to acknowledge receipt of this addendum on the submittal SHALL result in disqualification of your bid response.

Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

A handwritten signature in black ink, appearing to be 'T. Roberts', located in the bottom right corner of the page.

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum of Total Unit price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-60	Signs, Work Zone	ED	100%	240	\$ 125	\$ 300 ⁰⁰
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 110	\$ 1,760 ⁰⁰
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 22 ²¹	\$ 90 ⁹⁶
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 60 ¹⁹	\$ 84 ²¹
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 203	\$ 1,624 ⁰⁰
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit Price Bid excluding Mobilization, MOT and Clearing and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 19 ²⁰	\$ 1,155 ⁰⁰
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 139 ¹⁰	\$ 139 ¹⁰
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 21 ⁴⁰	\$ 214 ⁰⁰
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 256 ³⁰	\$ 642 ⁰⁰
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 1,177 ⁰⁰	\$ 2,471 ⁷⁰
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 845 ³⁰	\$ 845 ³⁰
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 90	\$ 90
425-1-311	Inlets, (Curb Type P-1) (<10')	EA	5%	2	\$ 6879 ⁰⁰	\$ 6879 ⁰⁰
425-1-321	Inlets, (Curb Type P-2) (<10')	EA	5%	2	\$ 6891 ²¹	\$ 6891 ²¹
425-1-351	Inlets, (Curb Type P-5) (<10')	EA	5%	2	\$ 6644 ⁷⁰	\$ 6644 ⁷⁰
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 6665 ⁰⁰	\$ 6665 ⁰⁰ .50
425-4	Inlet, (Adjust)	EA	5%	2	\$ 4387 ⁰⁰	\$ 4387 ⁰⁰
425-5	Manholes, (Adjust)	EA	5%	2	\$ 3424 ⁰⁰	\$ 3424 ⁰⁰
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 4044 ⁰⁰	\$ 4044 ⁰⁰ .46
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 7960	\$ 8982 ⁰⁰ 95.52
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 8774	\$ 10529
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 11556	\$ 92448
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 3,852 ⁰⁰	\$ 3852 ⁰⁰
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 3,852 ⁰⁰	\$ 3852 ⁰⁰ .20
430-981-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 1823	\$ 2829
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 1,284 ⁰⁰	\$ 1284 ⁰⁰
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 1,369 ⁰⁰	\$ 684 ⁰⁰
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 1,407 ⁰⁰	\$ 703 ⁰⁰

TLR

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	S 58 ⁸⁵	S 3531 ⁰⁰
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	S 19 ²⁰	S 240 ⁷⁵
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	S 23 ⁵⁴	S 588 ⁰⁰
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	S 17 ¹³	S 42 ⁸⁰
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	S 36 ³⁰	S 36³⁰ 2,828.
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	S 43 ⁰¹	S 329 ⁰³
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250	S -	S -
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250	S -	S -
525-1	Asphaltic Concrete Curb	LF	5%	250	S 19 ²⁶	S 240 ⁷⁵
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	S 181 ²⁰	S 727 ⁶⁰
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	S 117 ⁷⁰	S 117 ⁷⁰
530-78	RipRap (Articulating Block)	SY	15%	200	S 176 ⁵⁵	S 5,296 ⁵⁰
536-73	Guardrail Removal	LF	10%	250	S 17 ¹²	S 428 ⁰⁰
538-1	Guardrail Reset	LF	5%	2	S 74 ²⁰	S 74 ⁴⁰
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	S 54 ⁵¹	S 545 ⁷⁰
570-9	Water for Grass	MG	5%	2	S 40 ¹⁵	S 4 ⁰¹
575-1-1	Sodding (Bahia)	SY	100%	1500	S 34 ²	S 5,130 ⁰⁰
575-1-4	Sodding (St. Augustine)	SY	100%	1500	S 6 ⁶⁰	S 10,020 ⁰⁰
577-70	Reworking Shoulder	SY	5%	50	S 10 ⁷⁰	S 26 ⁷⁵
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	S 53 ⁵⁰	S 8 ⁰³
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	S 92 ⁰²	S 4 ⁰⁰
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	S 192 ⁶⁰	S 38 ⁵²
705-71	Delineator, Tubular (Flexible)	EA	5%	20	S 96 ³⁰	S 96 ³⁰
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	00	S -	S -
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	S 68 ⁴⁸	S 1,712 ⁰⁰
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	S 83 ⁴⁶	S 2,086 ⁵⁰
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	S 48 ¹⁵	S 1,203 ⁷⁵
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	S 64 ²⁰	S 1,605 ⁰⁰
TOTAL					169,352.08	69,346 ⁴⁴
					693.52	6934 ⁶

Total Bid price = Total Bid Price/100

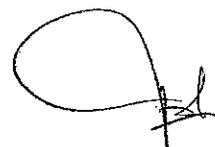
BIDDER INFORMATION

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

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	Luis F. PINZON
*	Vice-President	JOHN J. GARCIA.
	Secretary	Luis F. LONDOÑO.
	Treasurer	MICHAEL VELASQUEZ.

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.



Section II – General Project Experience – Maximum 40 points

Each contractor shall submit a list of five (5) projects, along with a contract administrator name and number. These will be considered general references and these projects can be anywhere in Central Florida (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). Attach separate page if necessary.

Excellent = 5 points
 Very Good = 4 points
 Good = 3 points
 Poor = 0 point

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
2006	Line drive	Seminole County.	\$ 256,000 ⁰⁰
SEE ATTACHMENT. PLEASE.			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____

Length of time in business: 8 Years

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

Washington Mutual: Ana Ramirez 407.321-0438



COMPLETED PROJECTS LIST

Project Title	Contract Value	Owner	Address	Phone No
Windening Turn Lane	\$175,817.82	FDOT	1650 North Kepler Road, Deland Fl 32724	386-740-3418
Concrete Slab Replacement	\$164,883.60	FDOT	1650 North Kepler Road, Deland Fl 32724	386-740-3418
Turn Lane Intersection Improvements	\$221,400.00	FDOT	1650 North Kepler Road, Deland Fl 32724	386-740-3418
Terrace Pono Repairs	\$89,120.00	FDOT	1650 North Kepler Road, Deland Fl 32724	386-740-3418
Land Street Drainage Well Replacement	\$176,200.00	Orange County	4200 South John Young Parkway, Orlando Fl 32839	407-836-7884
Texas and Americana Blvd	\$268,133.99	Orange County	4200 South John Young Parkway, Orlando Fl 32839	407-836-7884
Closed Pedestrian at US 1 Daytona Beach	\$36,000.00	FDOT	1650 North Kepler Road, Deland Fl 32724	386-740-3418
Intersection Improvements at Valkaria Rd & US 1	\$112,000.00	FDOT	1650 North Kepler Road, Deland Fl 32724	386-740-3418
Lake Gandy Outfall Erosion Control Improvements	\$189,542.00	Orange County	4200 South John Young Parkway, Orlando Fl 32839	407-836-7884
Maitland George Sidewalks	\$109,050.68	City of Maitland	1776 Independence Lane, Maitland Fl 32751	407-539-6217
Construction of Parking lot	\$111,169.05	City of Longwood		407-260-3462
T&G Contractor Orange County Publics #1	\$262,249.80	T&G Constructor	8623 Commodity Circle, Orlando Fl 32819	407-514-3887
Maitland Hillman Rd	\$24,062.08	City of Maitland	1776 Independence Lane, Maitland Fl 32751	407-539-6217
Orange County Chickasaw Trl Intersection Improvements	\$165,953.28	Orange County	4200 South John Young Parkway, Orlando Fl 32839	407-836-7884
Orange County Golf Club Land Start Lane	\$66,938.00	Orange County	4200 South John Young Parkway, Orlando Fl 32839	407-836-7884
T&G Contractor Orange County Publics #2	\$488,027.00	T&G Constructor	8623 Commodity Circle, Orlando Fl 32819	407-514-3887
Orange County Intersections Improvements Texas Ave	\$268,133.99	Orange County	4200 South John Young Parkway, Orlando Fl 32839	407-836-7884



Longwood Clock Tower	\$285,677.00	City of Longwood	180 E. Warren Ave. Longwood, FL 32750	407-260-3480
T&G Constructor Orange County Publics #3	\$137,526.50	T&G Constructor	8623 Commodity Circle, Orlando FL 32819	407-514-3887
T&G Blanket	\$82,813.55	T&G Constructor	8623 Commodity Circle, Orlando FL 32819	407-514-3887
Holly Family Church	\$244,500	T&G Constructor	8623 Commodity Circle, Orlando FL 32819	407-514-3887
T&G Constructor Orange County Publics #4	\$461,837.00	T&G Constructor	8623 Commodity Circle, Orlando FL 32819	407-514-3887
Maitland Pembroke Roundabout	\$159,259.00	City of Maitland	1776 Independence Lane, Maitland FL 32751	407-539-6217
Fern Creek Drain Well Replacement	\$148,010.00	Orange County	4200 South John Young Parkway, Orlando FL 32839	407-836-7884
Inlet Repair	\$106,260.00	FDOT	1650 North Kepler Road, Deland FL 32724	386-740-3418

**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 CONIFLOG INTERNATIONAL COMPANY.	
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.) 452 DECEOLA STREET, SUITE 104-105.	Requester's name and address (optional)
City, state, and ZIP code ALTAMONTE SPRINGS FL 32701.	
List account number(s) here (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.

Social security number								

or

Employer identification number								

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

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 ▶

[Handwritten Signature]

Date ▶

September 20/2006.

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.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
County of Seminole)ss

Luis F. Pinzon, being first duly sworn, deposes and says that:

(1) He is President of Compilog, 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.

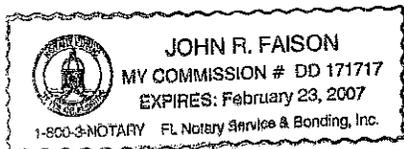
Signed: [Signature]

Printed Name: Luis F. Pinzon

Title: President

STATE OF Florida)
) SS
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 20 day of September, 2006, by Luis PINZON who is personally known to me or who has produced FLA driver license identification.



[Signature]
Print Name John R. Faison

Notary Public in and for the County and State
Aforementioned

My commission expires: Feb 23, 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: September 20/2006

By: Jeis F. Pinzon

Print Name: [Signature]

Title: President

Official Address:

452 Osceola Street, suite 104.

Altamonte Spring, Florida.

32701.

(Include Zip Code)

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

AGREEMENT (CC-1284-06/TLR)

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **PARAGON DEVELOPMENT & CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2426 Baesel View Drive, Orlando, Florida 32835, 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 continuing services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the option of the parties, may be renewed for one (1) additional one (1) year term. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized

by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work 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 4. Time for Completion. The services to be rendered by the CONTRACTOR shall commence as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule, attached hereto as Exhibit "B". The total amount of compensation paid to the CONTRACTOR under the terms of this Agreement, shall not exceed the amount budgeted by the COUNTY for

Project No. CC-1284-06/TLR.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

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, 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 Contract.

(b) 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.

(c) 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.

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 including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.

- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. 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, 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 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) or ONE PERCENT (1%) OF THE CONTRACT SUM, WHICHEVER IS GREATER. 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 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:

County Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

Paragon Development & Construction, Inc.
2426 Baesel View Drive
Orlando, Florida 32835

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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

ATTEST:

PARAGON DEVELOPMENT &
CONSTRUCTION, INC.

By: _____
PARVIS MOUSAVI, 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.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
10/19/06
CC-1284-Paragon

Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (____) calendar days after the date when the Work Order 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 (____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE

COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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 competed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, _____ (\$ _____) 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 in 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

ADDENDUM #2
BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR
CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: PARAGON DEVELOPMENT & CONSTRUCTION INC.

Mailing Address: 2426 BAESEL VIEW DR

Street Address: (Same)

City/State/Zip: ORLANDO, FL. 32835

Phone Number: (407) 399-2543

FAX Number: (407) 299-0116

Contractor's License # CGC 1505604

E-Mail Address: Paragondeveconstruction@yahoo.com

TO: Purchasing and Contracts Division of Seminole County, Florida

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 and Work Orders.

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.

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 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.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents
from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).**

BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: Using a unique approach to projects of this nature, Public Works has givin bid items **weight multipliers (WM)** based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 5 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). ~~These projects must be different than those listed in Section III.~~ The Contract Administrator will be asked to award one of the following grades:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Poor</u>
5 Points	4 Points	3 Points	0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and the four (4) highest scores will be awarded the contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for two (2) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contacts.

ADDENDUM #2

BID FORM

08/06

P/W Sidewalk & Misc. Constr.

00100-2
CC-1284-06

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100):
(Maximum 65 60 Points of Bid Award)

~~81914~~ $\frac{50}{100}$ 712.32
Numbers

EIGHTY ONE THOUSANDS NINE HUNDREDS FOURTEEN dollars FIFTY cents

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27th day of SEPTEMBER, 2006.

PARAGON DEVELOPMENT & CONSTRUCTION INC.
(Name of BIDDER)

[Signature]
(Signature of person signing this BID FORM)

PARYS MOUSAVI
(Printed name of person signing this BID FORM)

PRESIDENT
(Title of person signing this BID FORM)

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum of Total Unit price Bid exeluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS			3561. ⁰⁰	3561.⁰⁰
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid exeluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS			3561. ⁰⁰	3561.⁰⁰
102-60	Signs, Work Zone	ED	100%	240	\$ 1. ⁰⁰	\$ 240. ⁰⁰
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 2. ⁰⁰	\$ 3200. ⁰⁰
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 40. ⁰⁰	\$ 160. ⁰⁰
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 150. ⁰⁰	\$ 210. ⁰⁰
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 3. ⁰⁰	\$ 2400. ⁰⁰
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit Price Bid exeluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS			3561. ⁰⁰	3561.⁰⁰
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 10. ⁰⁰	\$ 600. ⁰⁰
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 500. ⁰⁰	\$ 500. ⁰⁰
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 120. ⁰⁰	\$ 1200. ⁰⁰
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 150. ⁰⁰	\$ 375. ⁰⁰
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 450. ⁰⁰	\$ 945. ⁰⁰
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 450. ⁰⁰	\$ 450. ⁰⁰
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 0.75	\$ 3.75
425-1-311	Inlets, (Curb Type P-1) (<10)	EA	5%	2	\$ 2500. ⁰⁰	\$ 250. ⁰⁰
425-1-321	Inlets, (Curb Type P-2) (<10)	EA	5%	2	\$ 2500. ⁰⁰	\$ 250. ⁰⁰
425-1-351	Inlets, (Curb Type P-5) (<10)	EA	5%	2	\$ 2500. ⁰⁰	\$ 250. ⁰⁰
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 3000. ⁰⁰	\$ 300. ⁰⁰
425-4	Inlet, (Adjust)	EA	5%	2	\$ 600. ⁰⁰	\$ 100. ⁰⁰
425-5	Manholes, (Adjust)	EA	5%	2	\$ 750. ⁰⁰	\$ 75. ⁰⁰
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 1000. ⁰⁰	\$ 100. ⁰⁰
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 60. ⁰⁰	\$ 72. ⁰⁰
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 60. ⁰⁰	\$ 72. ⁰⁰
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 70. ⁰⁰	\$ 560. ⁰⁰
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 700. ⁰⁰	\$ 70. ⁰⁰
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 900. ⁰⁰	\$ 90. ⁰⁰
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 25. ⁰⁰	\$ 37. ⁵⁰
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 500. ⁰⁰	\$ 50. ⁰⁰
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 600. ⁰⁰	\$ 300. ⁰⁰
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 800. ⁰⁰	\$ 400. ⁰⁰

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tlr

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 70. ⁰⁰	\$ 420. ⁰⁰
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 20. ⁰⁰	\$ 250. ⁰⁰
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 20. ⁰⁰	\$ 500. ⁰⁰
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 20. ⁰⁰	\$ 50. ⁰⁰
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 42. ⁰⁰	\$ 25200. ⁰⁰
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 67. ⁵⁰	\$ 506. ³⁵
523-4-4	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250	\$ 0 -	\$ 0 -
523-4-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250	\$ 0 -	\$ 0 -
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 100. ⁰⁰	\$ 1250. ⁰⁰
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 250. ⁰⁰	\$ 1000. ⁰⁰
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 375. ⁰⁰	\$ 375. ⁰⁰
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 40. ⁰⁰	\$ 1200. ⁰⁰
536-73	Guardrail Removal	LF	10%	250	\$ 30. ⁰⁰	\$ 750. ⁰⁰
538-1	Guardrail Reset	LF	5%	2	\$ 50. ⁰⁰	\$ 5. ⁰⁰
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 12. ⁰⁰	\$ 120. ⁰⁰
570-9	Water for Grass	MG	5%	2	\$ 100. ⁰⁰	\$ 10. ⁰⁰
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 6. ⁰⁰	\$ 9000. ⁰⁰
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 9. ⁰⁰	\$ 13500. ⁰⁰
577-70	Reworking Shoulder	SY	5%	50	\$ 500. ⁰⁰	\$ 1250. ⁰⁰
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 100. ⁰⁰	\$ 15. ⁰⁰
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 300. ⁰⁰	\$ 15. ⁰⁰
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 400. ⁰⁰	\$ 80. ⁰⁰
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 100. ⁰⁰	\$ 100. ⁰⁰
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	6%	60	\$ 0 -	\$ 0 -
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 25. ⁰⁰	\$ 625. ⁰⁰
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 30. ⁰⁰	\$ 750. ⁰⁰
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 20. ⁰⁰	\$ 500. ⁰⁰
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 20. ⁰⁰	\$ 500. ⁰⁰
TOTAL					17,231.56	8194.56
					1 712.32	819.14

Total Bid price = Total Bid Price/100

200

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	PARVIS MOUSAVI
	Vice-President	
	Secretary	
	Treasurer	

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.

Section II – General Project Experience – Maximum 40 points

Each contractor shall submit a list of five (5) projects, along with a contract administrator name and number. These will be considered general references and these projects can be anywhere in Central Florida (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). Attach separate page if necessary.

Excellent = 5 points
 Very Good = 4 points
 Good = 3 points
 Poor = 0 point

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
JUNE/9 - NOV/06	BLACK HAMMOCK WILDERNES BOARD WALK AREA SEMINOLE COUNTY - Board of Commissioners	JIM DUBY → 407-349-0769	\$ 424,965. ⁰¹
OCT/05 - DEC/05	HENSON PRESERVE CATTLE FENCING BOARD of COMMISSIONER ORANGE COUNTY MOSS PARK	BETH JACKSON → 407-836-1481	\$ 93,500. ⁰²
NOV/2004	WEST ORANGE DOG PARK PARTHENON CONSTRUCTION CO	MEHDI SHAYESTE 407-855-7559	\$ 65,000. ⁰³
MARCH/2003	HOLDEN HIGHTS SUBDIVISION PARTHENON CONSTRUCTION CO	MEHDI SHAYESTE 407-855-7559	\$ 400,000. ⁰⁴
NOV/2002	HOWARD JOHNSON HOTEL SUMA ENTERPRISE 4919 W. Colonial Dr Orlando FL	SHARDA GANPAT 407-375-5173	\$ 600,000. ⁰⁵
SEP/2003	Single Family Home R.K HOMES ANNEKAR MARINE	407-435-4702 1722 RACHELS RIDGE LOOP OCOE FL 34761	\$ 135,000. ⁰⁶

Length of time in business: 4 Years

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

SUNTRUST BANK 407-532-2670 ECHA, DANIELS

**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 **PARAGON DEVELOPMENT & CONSTRUCTION INC**

Business name, if different from above

Check appropriate box: Individual/
 Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
2424 BAESSEL VIEW DR

City, state, and ZIP code
ORLANDO FL 32835

List account number(s) here (optional)

Requester's name and address (optional)

Exempt from backup withholding

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.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

0	1	4	0	7	7	1	1	1	0	8
---	---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 **P. M. Maxwell**

Date **9/27/06**

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

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

NON-COLLUSION AFFIDAVIT OF BIDDER

State of FLORIDA)
County of SEMINOLE)ss

PARVIS MOUSAVI, being first duly sworn, deposes and says that:

(1) He is PRESIDENT of PARAGON DEV. & CONSTRUCTION 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: P. Mousavi

Printed Name: PARVIS MOUSAVI

Title: PRESIDENT

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: 9/27/06

By: P. Mousavi

Print Name: PARVIS MOUSAVI

Official Address: PARAGON DEV. & CONSTRUCTION INC. Title: PRESIDENT

2426 BAESSELVIEW DR

ORLANDO, FL 32835

(Include Zip Code)

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

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

PARAGON DEVELOPMENT & CONSTRUCTION INC
does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

P. Mansfield

Proposer's Signature

PARAGON DEVELOPMENT & CONSTRUCTION INC

Firm

9/27/06

Date

AGREEMENT (CC-1284-06/TLR)

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **AMERICAN PERSIAN ENGINEERS & CONSTRUCTORS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4436 Old Winter Garden Road, Orlando, Florida 32811, 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 continuing services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the option of the parties, may be renewed for one (1) additional one (1) year term. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both

parties shall remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work 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 4. Time for Completion. The services to be rendered by the CONTRACTOR shall commence as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule, attached hereto as Exhibit "B". The total amount of compensation paid to the CONTRACTOR under the terms of

this Agreement, shall not exceed the amount budgeted by the COUNTY for Project No. CC-1284-06/TLR.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

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, 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 Contract.

(b) 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.

(c) 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.

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 including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.

- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. 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, 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 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) or ONE PERCENT (1%) OF THE CONTRACT SUM, WHICHEVER IS GREATER. 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 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:

County Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

American Persian Engineers & Constructors, Inc.
4436 Old Winter Garden Road
Orlando, Florida 32811

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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

ATTEST:

AMERICAN PERSIAN ENGINEERS &
CONSTRUCTORS, INC.

By: _____
JON HINE, Vice-President

Date: _____

[CORPORATE SEAL]

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.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
10/19/06
CC-1284-American Persian

Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (_____) calendar days after the date when the Work Order 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 (_____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole
County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$_____) 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

ADDENDUM #2
BID FORM

COPY

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR
CONSTRUCTION LESS THAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: American Persian Engineers & Constructors, Inc.

Mailing Address: 4436 Old Winter Garden Rd

Street Address: 4436 Old Winter Garden Rd

City/State/Zip: Orlando, FL 32811

Phone Number: (407) 522 0530

FAX Number: (407) 532 8332

Contractor's License # CGC 060385

E-Mail Address: majid@apec.us

TO: Purchasing and Contracts Division of Seminole County, Florida

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 and Work Orders.

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.

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 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.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents
from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).**

ADDENDUM #2

BID FORM

08/06

P/W Sidewalk & Misc. Constr.

00100-1
CC-1284-06

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



September 19, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor
Construction Less than \$250,000
Due Date: September 20, 2006 @ 2:00 PM

ADDENDUM #1

Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

Attached is the Drug Free Workplace form omitted from the original bid package.

Failure to acknowledge receipt of this addendum on the submittal MAY result in disqualification of your bid response.

Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

CC-1284-06/TLR
Addendum #2

Page 2

An Excel Spreadsheet of the *Line Item Bid Form* has been posted to the website under the *Tech Spec Images 1 #* link. Vendors have the *option* of using this file to fill in their bid prices. All cells on the spreadsheet have been locked except for the column titled "Unit Bid Price," which is where all prices should be entered. Do not make changes to any other cells.

If you choose to use this file, you take full responsibility for changes made to any cells aside from "Unit Bid Prices." In the case of a discrepancy, information from the *Line Item Bid Form* included in addendum #2 will be used.

Failure to acknowledge receipt of this addendum on the submittal SHALL result in disqualification of your bid response.

Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



September 20, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor Construction Less than \$250,000

REVISED Due Date: September 27, 2006 @ 2:00 PM

ADDENDUM #2

Total pages: 7

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

The due date for this project has been extended to
September 27, 2006 at 2:00 PM

The following line items have been deleted from the Bid Form:

523-1-1	Pavement/Textured Pavement (Over Asphalt)	250 SY
523-1-2	Pavement/Textured Pavement (Over Concrete)	250 SY
999-534-70	Gravity Wall, Concrete Block (Segmental)	60 SF

And on page 00100-3 of the Bid Form, the "Maximum 65 Points of Bid Award" is corrected to read "Maximum 60 Points of Bid Award", see revised bid forms attached.

 APRC 9.27.06

BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: Using a unique approach to projects of this nature, Public Works has given bid items **weight multipliers (WM)** based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 5 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). ~~These projects must be different than those listed in Section III.~~ The Contract Administrator will be asked to award one of the following grades:

<u>Excellent</u>	<u>Very Good</u>	<u>Good</u>	<u>Poor</u>
5 Points	4 Points	3 Points	0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and the four (4) highest scores will be awarded the contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for two (2) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contacts.

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100): \$ 717.26
(Maximum 65 60 Points of Bid Award) Numbers

Seven Hundred Seventeen dollars &
twenty six cents
(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

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 Price 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27 day of September, 2006.

American Persian Engineers &
(Name of BIDDER)
Constructors, Inc

[Signature]
(Signature of person signing this BID FORM)
John Hine
(Printed name of person signing this BID FORM)
V - President
(Title of person signing this BID FORM)

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum of Total Unit price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-60	Signs, Work Zone	ED	100%	240	\$ 0.75	\$ 180.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 1.00	\$ 1,600.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 25.00	\$ 100.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 50.00	\$ 70.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 2.00	\$ 1,600.00
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit Price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 75.00	\$ 4,500.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 250.00	\$ 250.00
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 20.00	\$ 200.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 150.00	\$ 375.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 750.00	\$ 1,575.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 750.00	\$ 750.00
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 5.00	\$ 25.00
425-1-311	Inlets, (Curb Type P-1) (<10)	EA	5%	2	\$ 3,500.00	\$ 350.00
425-1-321	Inlets, (Curb Type P-2) (<10)	EA	5%	2	\$ 3,500.00	\$ 350.00
425-1-351	Inlets, (Curb Type P-5) (<10)	EA	5%	2	\$ 3,500.00	\$ 350.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 3,500.00	\$ 350.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 2,500.00	\$ 250.00
425-5	Manholes, (Adjust)	EA	5%	2	\$ 2,500.00	\$ 250.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 4,000.00	\$ 400.00
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 60.00	\$ 72.00
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 70.00	\$ 84.00
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 95.00	\$ 760.00
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 1,000.00	\$ 100.00
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 1,500.00	\$ 150.00
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 30.00	\$ 45.00
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 750.00	\$ 75.00
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 900.00	\$ 450.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 1,100.00	\$ 550.00

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guidesrail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 100.00	\$ 600.00
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 25.00	\$ 312.50
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 30.00	\$ 750.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 30.00	\$ 75.00
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 55.00	\$ 33,000.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 70.00	\$ 525.00
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250	\$ -	\$ -
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250	\$ -	\$ -
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 50.00	\$ 625.00
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 75.00	\$ 300.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 100.00	\$ 100.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 50.00	\$ 1,500.00
536-73	Guardrail Removal	LF	10%	250	\$ 50.00	\$ 1,250.00
538-1	Guardrail Reset	LF	5%	2	\$ 100.00	\$ 10.00
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 25.00	\$ 250.00
570-9	Water for Grass	MG	5%	2	\$ 100.00	\$ 10.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 4.00	\$ 6,000.00
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 5.00	\$ 7,500.00
577-70	Reworking Shoulder	SY	5%	50	\$ 10.00	\$ 25.00
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 100.00	\$ 15.00
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 150.00	\$ 7.50
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 250.00	\$ 50.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 135.00	\$ 135.00
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 25.00	\$ 625.00
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 45.00	\$ 1,125.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 15.00	\$ 375.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 30.00	\$ 750.00
TOTAL				1		\$71,726.00
	Total Bid price = Total Bid Price/100			1		\$717.26

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

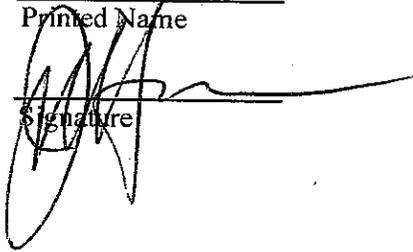
NOTICE TO BIDDERS:

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 MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>Laid Back Slopes</u>	<u>LF</u>	<u>280</u>	<u>\$ 10.00</u>	<u>\$ 2,800.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ 2,800.00

Jon Hine

 Printed Name


 Signature

American Persian Engineers and Constructors, Inc.

 Bidder Name
 September 20, 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
X	President	Majid Fouladi
	Vice-President	Jon Hine
	Secretary	Dahlia Aitcheson
	Treasurer	Byron Mack

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.

Section II – General Project Experience – Maximum 40 points

Each contractor shall submit a list of five (5) projects, along with a contract administrator name and number. These will be considered general references and these projects can be anywhere in Central Florida (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). Attach separate page if necessary.

Excellent = 5 points
 Very Good = 4 points
 Good = 3 points Poor
 = 0 point

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

Length of time in business: Eight Years

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

Jim Ross Regions Bank 407-419-8067

EXPERIENCE

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
<u>10/2005</u>	<u>Stewart Ditch Drainage Improvements / Osceola County, Roscoe</u>	<u>Friend PH: 321-284-6120 Fax: 407-343-2623</u>	<u>\$435,400.00</u>
<u>06/2006</u>	<u>Construction Services for the Traffic Calming Program / Orange County / Frank Yokiel /</u>	<u>Phone: (407) 497-7699 Fax: 407-836-7869</u>	\$ 972,800.00
<u>01/2006</u>	<u>Orange County Convention Center Driveway Improvements / Orange County Carl Sjoberg</u>	<u>PH: 407-448-7037 / 407-685-5704 Fax: 407-685-5708</u>	\$347,000.00
<u>03/2006</u>	<u>Seminole Avenue, North Street Phase I and II Sidewalk Improvements</u>	<u>Seminole County Steve Krug PH: 407-665-5625 Fax:</u>	\$854,072.91
<u>06/2006</u>	<u>Old Howell Branch Sidewalk Improvements / Seminole County / Dave Andrews /</u>	<u>Phone: 407-665-5716 Fax: 407-665-5789</u>	\$ 134,295.00
<u>03/2005</u>	<u>Brisson Avenue Sidewalk Construction/ Seminole County / Erick Erickson /</u>	<u>Phone: 407-665-5666 Fax: 407-665-5786</u>	\$ 123,237.20
<u>6/2005</u>	<u>McCulloch Road at Lockwood Blvd. Dual left turn Lanes/ Seminole County/ Steve Douglas /</u>	<u>Phone 407-665-5690 Fax: 407-665-5623</u>	\$ 59,936.00
<u>07/2003</u>	<u>DS-19 Dirt Street Paving (Sewer and Water Lines Installation) / City of Kissimmee / Ken Barrett /</u>	<u>Phone: 407-518-2170 Fax: 407-518-2165</u>	\$600,000.00

**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 <i>American Persion Engineers & Constructors, Inc</i>	
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.) <i>4436 Old Winter Garden Rd</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Orlando, FL 32811</i>	
List account number(s) here (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.

Social security number
+

or

Employer identification number
<i>5194315217379</i>

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

Part II Certification

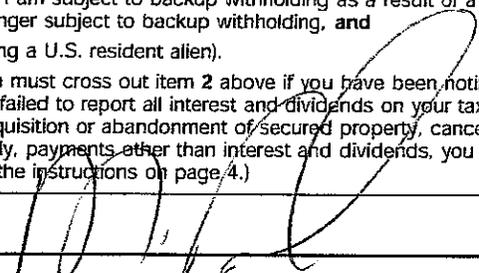
Under penalties of perjury, I certify that:

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 ▶

09/18/06

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.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
)ss
County of Orange)

Jon Hine _____, being first duly sworn, deposes and says that:

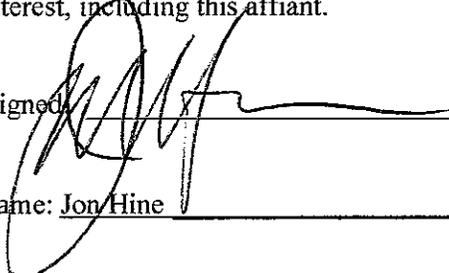
(1) He is Vice-President, of American Persian Engineers and Constructors, Inc., the Bidder that has submitted the attached Bid;

(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: Jon Hine _____

Title: Vice-President _____

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 20 day
of
September, 20 06, by Jon Hine who is
personally known to me or who has produced _____ identification.



Dahlia E. Aitcheson
Print Name Dahlia Aitcheson

Notary Public in and for the County and State
Aforementioned

My commission expires: 4/18/2009

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.

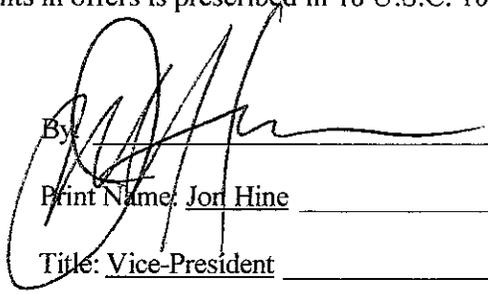
CERTIFICATION OF NONSEGREGATED FACILITIES

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: September 19, 2006

By: 
Print Name: Jon Hine
Title: Vice-President

Official Address:

4436 Old Winter Garden Road

Orlando, Florida 32811

(Include Zip Code)

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

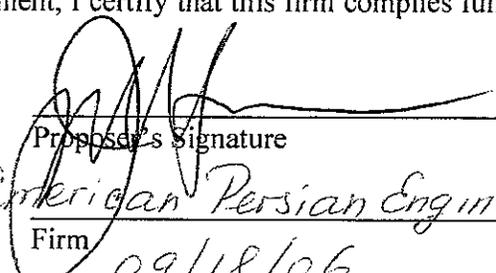
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that
American Persian Engineers & Constructors, Inc does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

American Persian Engineers & Constructors

Firm

09/18/06

Date

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.

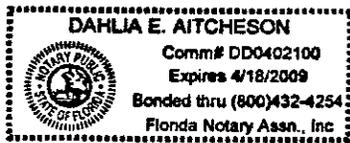
The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued 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: American Persian Engineers and Constructors, Inc.
Signature: [Handwritten Signature]
Printed Name: Jon Hine
Title: Vice-President
Date: September 19, 2006

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 20 day of September, 20 06, by Vice-President of American Persian Engineers and Constructors, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.



[Handwritten Signature]
Print Name Dahlia Aitcheson
Notary Public in and for the County and State Aforementioned

My commission expires: 4/18/2009



May 9, 2006

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

To Whom It May Concern:

APEC, Inc. has worked on Osceola County projects for the past eight (8) years. We have been impressed with the quality of work provided during this time period.

APEC, Inc. performed particularly well on the Drury Avenue project as well. APEC's efficiency in obtaining the CSX permit along with the coordination with CSX ensured the project was finished ahead of schedule with minimum disruptions.

APEC, Inc. has now completed the Stewart Ditch project for Osceola County and we are very satisfied with their performance with this project.

We look forward to working with APEC, Inc. again on future projects within Osceola County.

Sincerely,

Roscoe Friend
Highway Construction Coordinator

CC: Irv Chance – Engineering Construction Manager
File

RF/uf

Engineering Department
Chris Crowe, P.E.
*Department Director/
County Engineer*
(407) 343-2600
Fax - (407) 343-2623

Traffic
Donald E. Lepic, P.E.
Assistant County Engineer

Transportation
Lawrence M. Clough, P.E.
Assistant County Engineer

Development
Miro Poss, P.E.
Assistant County Engineer

Drainage
Richard W. Earp, P.E.
Assistant County Engineer

Construction & Inspection
Irv Chance

W192 Coordinator
Hector Lizasuain
(407) 390 - 1700
Fax -(407) 390 -9089

**Osceola
County**

1 Courthouse Square
Suite 1100
Kissimmee, FL 34741-5488



To: Whom It May Concern

From: Kenneth Barrett
101 North Church Street
Kissimmee, Florida 34741-5054

Subject: American Persian Engineers and Constructors, Inc.

I would like to thank APEC for their outstanding job performance on our projects. They have completed two projects for the City of Kissimmee, both on time and on budget.

The first was Project DS – 19 that consisted of 2,238 LF of paving existing dirt roadways and the piping of 2,300 LF of an existing ditch with 38"x60" ERCP and 54" RCP. The roadways consisted of four separate streets in existing neighborhoods installing new potable water lines, new sanitary sewer lines and manholes, along with new storm sewers, curbing, roadway, sidewalks and landscaping. These streets were built under existing traffic flow to and from each individual home. The entire project had extensive Maintenance of Traffic not only for vehicles but for pedestrians also as this project was located close to schools and shopping areas. The Maintenance was provided by APEC.

The second project consisted of paving an existing dirt street in a residential neighborhood. This project consisted of installing curbs, roadway and landscaping.

The City of Kissimmee added to the second project the traffic calming of two busy intersections with the installation of bollards and divided islands that were landscaped and lighted. These two intersections were completed under traffic flow requiring an excellent Maintenance of Traffic Plan that was provided by APEC.


Kenneth Barrett
Construction Manager
City of Kissimmee
407-518-2170

Office of Public Works & Engineering

City of Kissimmee • 101 N. Church Street • 3rd Floor • Kissimmee, FL 34741-5054 • Phone 407-518-2170 • FAX 407-518-2165



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

DENVER J. STUTLER, JR.
SECRETARY

March 15, 2006

American Persian Engineers and Constructors, Inc.
4436 Old Winter Garden Road
Orlando, FL 32811

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, 2007.

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: \$4,750,000.00

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 of 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...
5. Grading (Includes clearing and grubbing, excavation, and embankment)...
6. Drainage (Includes all storm drains, pipe culverts, culverts, etc.)...
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...

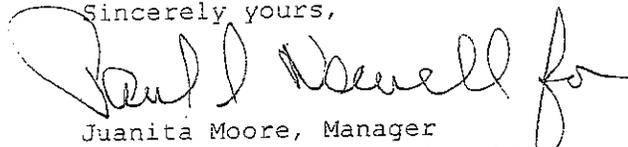
American Persian Engineers and Constructors, Inc.
March 15, 2006
Page Two

SPECIALTY CLASSES OR WORK:

None..... X

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:rs

12/89

(SEE NOTES ON REVERSE SIDE)

AC# 2688685

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 1060731002

DATE	BATCH NUMBER	LICENSE NBR
07/31/2006	060065707	CGC060385

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2008

FOULADI SEMNANI, HOMAYOUN
AMERICAN PERSIAN ENGINEERS & CONSTRS IN
7512 DR PHILLIPS BLVD 50 903
ORLANDO FL 32819

JEB BUSH
GOVERNOR

SIMONE MARSTILLER
SECRETARY

DISPLAY AS REQUIRED BY LAW

arl K. Wood, Tax Collector

Occupational License

Orange County, Florida

This license is in addition to and not in lieu of any other license required by law or municipal ordinance. It is subject to regulation of zoning, health and any other authority. It is valid from October 1 through September 30 of license year. Delinquent penalty is added October 1.

ORIGINAL	2006	EXPIRES	9/30/2007	1801-0534485
1801 GENERAL CONTRACTOR	\$30.00	5 EMPLOYEES!	5000 BUSINESS OFFICE	\$30.00 5 EMPLOYEES!

TOTAL TAX	\$60.00
PREVIOUSLY PAID	\$60.00
TOTAL DUE	\$0.00



AMERICAN PERSIAN ENGINEERS &
CONSTRUCTION INC
4436 OLD WINTER GARDEN RD
ORLANDO FL 32811-4211

4436 OLD WINTER GARDEN RD
U - ORLANDO, 32811

FOVLADI H. MASID

PAID: \$60.00 99-303301 8/8/2006

This form becomes a receipt when validated by the Tax Collector.

AGREEMENT (CC-1284-06/TLR)

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **AJC CONSTRUCTION LLC**, duly authorized to conduct business in the State of Florida, whose address is 8046A Presidents Drive, Orlando, Florida 32809, 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 continuing services for projects with estimated construction less than \$250,000 and in accordance with Project No. CC-1284-06/TLR. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the option of the parties, may be renewed for one (1) additional one (1) year term. CONTRACTOR may request price adjustments at time of renewal. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized

by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "A". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work 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 4. Time for Completion. The services to be rendered by the CONTRACTOR shall commence as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule, attached hereto as Exhibit "B". The total amount of compensation paid to the CONTRACTOR under the terms of this Agreement, shall not exceed the amount budgeted by the COUNTY for

Project No. CC-1284-06/TLR.

Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

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, 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 Contract.

(b) 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.

(c) 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.

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 including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.

- (e) Performance Bond, applicable to Work Orders.
- (f) Payment Bond, applicable to Work Orders.
- (g) Material and Workmanship Bond, applicable to Work Orders.
- (j) General Conditions.
- (k) Supplementary Conditions.
- (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. 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, 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 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) or ONE PERCENT (1%) OF THE CONTRACT SUM, WHICHEVER IS GREATER. 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 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:

County Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

AJC Construction LLC
8046A Presidents Drive
Orlando, Florida 32809

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 PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 13. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

Section 14. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 16. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

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.

AJC CONSTRUCTION LLC

Witness

Print Name

Witness

Print Name

By: _____
ALEXANDER J. CAPUTO, CFO

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.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
10/19/06
CC-1284-AJC

Attachments:

- Exhibit "A" - Sample Work Order
- Exhibit "B" - Rate Schedule

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

COTRACT TIME: All provisions regarding Contract Time are essential to the performance of this Agreement. The work shall be substantially completed as described in subsection 14.13 of the General Conditions, within (____) calendar days after the date when the Work Order 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 (____) calendar days after the actual date of Substantial Completion. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

(CORPORATE SEAL) _____, Secretary

(Company Name)
By: _____, President
Date: _____

WITNESSES:

(Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

(Contracts Analyst, print name)

As authorized by Section 330.3, Seminole County Administrative Code

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) 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 DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) 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.
 - i. In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the 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.
 - ii. The CONTRACTOR acknowledges hat CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the with the work of the COUNTY wit hits own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 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.
- (iii) 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 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 Project manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as require by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGERS.

- (i) 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, _____ (\$ _____) 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 froth above.
- (ii) 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or in the CONTRACTOR has abandoned the Work.

ADDENDUM #2
BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR
CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

Name of Bidder: ATC CONSTRUCTION, LLC

Mailing Address: 8046A PRESIDENTS DRIVE

Street Address: 8046A PRESIDENTS DRIVE

City/State/Zip: ORLANDO, FL 32809

Phone Number: (407) 855-5572

FAX Number: (407) 855-4922

Contractor's License # FDOT VENDOR # F900000274001

E-Mail Address: schullercontract@aol.com

TO: Purchasing and Contracts Division of Seminole County, Florida

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 and Work Orders.

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.

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 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.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents
from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).**

BID FORM

AGREEMENT TITLE: CONTINUING SERVICES FOR SIDEWALKS AND MINOR CONSTRUCTION LESSTHAN \$250,000

COUNTY CONTRACT NO.: CC-1284-06/TLR

TO: Board of County Commissioners
Seminole County, Florida

EVALUATION OF BIDS AND AWARD OF THE CONTRACTS

Overall Evaluation Analysis: Using a unique approach to projects of this nature, Public Works has givin bid items **weight multipliers** (WM) based on how often the bid item is used. The WM for the bid items were assigned on the following basis:

Every project = 100 %
Often = 75 %
Somewhat Often = 50 %
Not Often = 25 %
Seldom = 5 %

The Contractor's bid price for each item = Percent x Unit Price x Approximate Quantity. The sum total of all bid items will be the bid price.

The bid will be awarded based on cumulative Point Score of 100%. Section I of the award will be 60%, and Section II award will be 40% which brings the total score to a maximum of 100 points.

Section I – Bid Price Award – Maximum 60 Points

Evaluated in accordance with the Procurement Code.

Section II – General Project Experience – Maximum 40 Points

Each Contractor will submit a list of 5 projects, along with a contract administrator name and phone number. These will be considered general references and these projects can be anywhere in Central Florida, (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). ~~These projects must be different than those listed in Section III.~~ The Contract Administrator will be asked to award one of the following grades:

Excellent
5 Points

Very Good
4 Points

Good
3 Points

Poor
0 Points

Section III – Award of Continuous Contract

The contractors scores will be totaled and the four (4) highest scores will be awarded the contracts. Each Work Order will then be awarded based on price and time depending on the requirement of the project. Where time is critical, the A + B Method will be used to evaluate Work Order quotes.

The contract will be for two (2) years, renewable every year with new prices. If the new prices or the performance of the contractor is not acceptable, the County can exercise termination of one or all contacts.

TOTAL PRICE =

Grand Total Price divided by Sum of Wt. Multiplier (100): 764.28
(Maximum \$ 60 Points of Bid Award) Numbers

SEVEN HUNDRED SIXTY FOUR DOLLARS & 28/100

(IN WORDS)

The quantities indicated in the Bid Forms are for evaluation purposes and the County does not guarantee materials or quantities during the duration of the Contract.

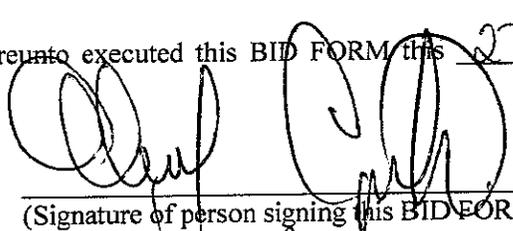
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Price stated above includes compensation for all Work, labor, permits, bonds, 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 and W-9
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 27th day of SEPT., 2006.

ATC CONSTRUCTION, LLC
(Name of BIDDER)


(Signature of person signing this BID FORM)

ALEXANDER CAPUTO
(Printed name of person signing this BID FORM)

CHIEF FINANCIAL OFFICER
(Title of person signing this BID FORM)

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
101-1	Mobilization (5% Maximum of Total Unit price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-1	Maintenance of Traffic (5% Maximum of Total Unit Price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
102-60	Signs, Work Zone	ED	100%	240	\$ 2.00	\$ 480.00
102-74-1	Barricade (Temporary) (Types I, II VP & Drum)	ED	100%	1600	\$ 1.00	\$ 1,600.00
102-76	Panels, Arrow Advanced Warning	ED	5%	80	\$ 50.00	\$ 200.00
102-99	Changeable Variable Message Sign (Temporary)	ED	5%	28	\$ 75.00	\$ 105.00
104-13-1	Silt Fence, Staked (Type III)	LF	100%	800	\$ 3.00	\$ 2,400.00
110-1-1	Clearing and Grubbing (5% Maximum of Total Unit Price Bid excluding, Mobilization, MOT and Clearing and Grubbing pay items)	LS				
110-4	Pavement, Removal of Existing Concrete	SY	20%	300	\$ 55.00	\$ 3,300.00
110-7-1	Mailbox (Furnish & Install) (Single)	EA	25%	4	\$ 200.00	\$ 200.00
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	5%	200	\$ 22.00	\$ 220.00
339-1	Asphalt Pavement Miscellaneous	TN	25%	10	\$ 250.00	\$ 625.00
400-1-2	Concrete, Class I (Endwalls)	CY	5%	42	\$ 700.00	\$ 1,470.00
400-1-11	Concrete, Class I (Retaining Walls)	CY	5%	20	\$ 800.00	\$ 800.00
415-1-3	Reinforcing Steel (Retaining Wall)	LB	5%	100	\$ 3.50	\$ 17.50
425-1-311	Inlets, (Curb Type P-1) (<10)	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-321	Inlets, (Curb Type P-2) (<10)	EA	5%	2	\$ 4,000.00	\$ 400.00
425-1-351	Inlets, (Curb Type P-5) (<10)	EA	5%	2	\$ 4,500.00	\$ 450.00
425-2-41	Manholes (P-7) (<10')	EA	5%	2	\$ 2,500.00	\$ 250.00
425-4	Inlet, (Adjust)	EA	5%	2	\$ 500.00	\$ 50.00
425-5	Manholes, (Adjust)	EA	5%	2	\$ 1,800.00	\$ 180.00
425-11	Drainage Structure, (Modify Existing)	EA	5%	2	\$ 1,000.00	\$ 100.00
430-1-323	Pipe Culvert, Concrete (Class III) (15")	LF	5%	24	\$ 60.00	\$ 72.00
430-1-325	Pipe Culvert, Concrete (Class III) (18")	LF	5%	24	\$ 65.00	\$ 78.00
430-1-329	Pipe Culvert, Concrete (Class III) (24")	LF	25%	32	\$ 75.00	\$ 600.00
430-612-125	U-Endwall (Grate) (1:4 Slope)(18")	EA	5%	2	\$ 3,000.00	\$ 300.00
430-612-129	U-Endwall (Grate) (1:4 Slope) (24")	EA	5%	2	\$ 4,000.00	\$ 400.00
430-961-213	Pipe Culvert, PVC (Schedule 40) (Not Encased) (4")	LF	5%	30	\$ 35.00	\$ 52.50
430-98-223	Mitered End Section, (Concrete Pipe Round) (15")	EA	5%	2	\$ 750.00	\$ 75.00
430-98-225	Mitered End Section, (Concrete Pipe Round) (18")	EA	25%	2	\$ 750.00	\$ 375.00
430-98-229	Mitered End Section, (Concrete Pipe Round) (24")	EA	25%	2	\$ 750.00	\$ 375.00

ADDENDUM #2
Continuous Services for Sidewalks and Minor Construction Under \$250,000

CC-1284-06/TLR

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	WT MULTI	PLAN QTY.	UNIT BID PRICE	TOTAL BID PRICE
515-1-23	Pipe Handrail-Guiderail (Aluminum) (54" Triple Rail) (Green)	LF	5%	120	\$ 95.00	\$ 570.00
520-1-8	Curb & Gutter / Curb, Concrete (Miami)	LF	25%	50	\$ 25.00	\$ 312.50
520-1-10	Curb & Gutter / Curb, Concrete (Type F)	LF	50%	50	\$ 25.00	\$ 625.00
520-2-9	Curb Concrete (Ribbon Curb) (12" W x 8" D)	LF	5%	50	\$ 25.00	\$ 62.50
522-3	Sidewalk, Concrete (4" Thick) (FiberMesh Reinforced)	SY	75%	800	\$ 55.00	\$ 33,000.00
522-4	Sidewalk, Concrete (6" Thick) (FiberMesh Reinforced)	SY	75%	10	\$ 65.00	\$ 487.50
523-1-1	Pavement / Textured Pavement (Over Asphalt)	SY	5%	250	\$ -	\$ -
523-1-2	Pavement / Textured Pavement (Over Concrete)	SY	5%	250	\$ -	\$ -
525-1	Asphaltic Concrete Curb	LF	5%	250	\$ 25.00	\$ 312.50
527-1	Applied Warning on Walking Surface (Retrofit) (Preformed Thermoplastic)	SF	50%	8	\$ 550.00	\$ 2,200.00
530-3-3	RipRap (Rubble) (Bank & Shore)	TN	5%	20	\$ 200.00	\$ 200.00
530-78	RipRap (Articulating Block)	SY	15%	200	\$ 250.00	\$ 7,500.00
536-73	Guardrail Removal	LF	10%	250	\$ 5.00	\$ 125.00
538-1	Guardrail Reset	LF	5%	2	\$ 15.00	\$ 1.50
550-10-228	Fencing (Type B) (6' Height) (Reset Existing)	LF	5%	200	\$ 10.00	\$ 100.00
570-9	Water for Grass	MG	5%	2	\$ 250.00	\$ 25.00
575-1-1	Sodding (Bahia)	SY	100%	1500	\$ 4.00	\$ 6,000.00
575-1-4	Sodding (St. Augustine)	SY	100%	1500	\$ 5.00	\$ 7,500.00
577-70	Reworking Shoulder	SY	5%	50	\$ 7.00	\$ 17.50
700-46-11	Sign, Existing (Remove) (Single Post)	AS	5%	3	\$ 45.00	\$ 6.75
700-46-21	Sign, Existing (Relocate) (Single Post)	AS	5%	1	\$ 150.00	\$ 7.50
700-47-1	Sign, Install Existing on Breakaway Supports (Single Post)	AS	5%	4	\$ 1,200.00	\$ 240.00
705-71	Delineator, Tubular (Flexible)	EA	5%	20	\$ 60.00	\$ 60.00
999-534-70	Gravity Wall, Concrete Block (Segmental)	SF	5%	60		
999-550-141	Fencing (Vinyle) (3-Rail) (5')	LF	5%	500	\$ 15.00	\$ 375.00
999-550-142	Fencing (Vinyle) (Privacy) (6')	LF	5%	500	\$ 20.00	\$ 500.00
999-550-151	Fencing (Wood) (Split 2-Rail) (5')	LF	5%	500	\$ 10.00	\$ 250.00
999-550-152	Fencing (Wood) (Privacy) (6')	LF	5%	500	\$ 15.00	\$ 375.00
TOTAL				1		\$76,428.25
	Total Bid price = Total Bid Price/100				1	\$764.28

DEPARTMENT OF FISCAL SERVICES



PURCHASING DIVISION

September 19, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor Construction Less than \$250,000
Due Date: September 20, 2006 @ 2:00 PM

ADDENDUM #1

Total pages: 2

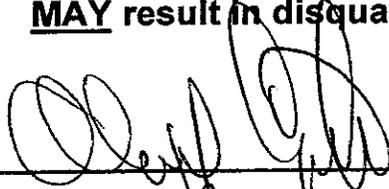
The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

Attached is the Drug Free Workplace form omitted from the original bid package.

Failure to acknowledge receipt of this addendum on the submittal MAY result in disqualification of your bid response.

Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst


ALEXANDER CAPUTO 9/27/06
CHIEF FINANCIAL OFFICER
AJC CONSTRUCTION, LLC

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



September 20, 2006

To: PROSPECTIVE PROPOSERS AND ALL OTHERS CONCERNED
From: Tammy L. Roberts, CPPB, Sr. Contracts Analyst
Subject: CC-1284-06/TLR – Continuing Services for Sidewalks and Minor Construction Less than \$250,000

REVISED Due Date: September 27, 2006 @ 2:00 PM

ADDENDUM #2

Total pages: 7

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP/BID Package.

The due date for this project has been extended to
September 27, 2006 at 2:00 PM

The following line items have been deleted from the Bid Form:

523-1-1	Pavement/Textured Pavement (Over Asphalt)	250 SY
523-1-2	Pavement/Textured Pavement (Over Concrete)	250 SY
999-534-70	Gravity Wall, Concrete Block (Segmental)	60 SF

And on page 00100-3 of the Bid Form, the "Maximum 65 Points of Bid Award" is corrected to read "Maximum 60 Points of Bid Award", see revised bid forms attached.

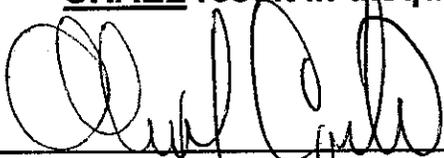
CC-1284-06/TLR
Addendum #2

Page 2

An Excel Spreadsheet of the *Line Item Bid Form* has been posted to the website under the *Tech Spec Images 1 #* link. Vendors have the *option* of using this file to fill in their bid prices. All cells on the spreadsheet have been locked except for the column titled "Unit Bid Price," which is where all prices should be entered. Do not make changes to any other cells.

If you choose to use this file, you take full responsibility for changes made to any cells aside from "Unit Bid Prices." In the case of a discrepancy, information from the *Line Item Bid Form* included in addendum #2 will be used.

Failure to acknowledge receipt of this addendum on the submittal SHALL result in disqualification of your bid response.



ALEXANDER CAPUTO, CFO
AJC CONSTRUCTION, LLC
9/25/06

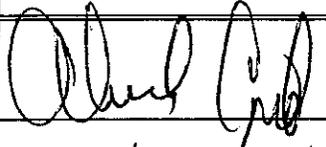
Signature on File

Tammy L. Roberts, CPPB
Sr. Contracts Analyst

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 ^{MANAGING PARTNER} CFO	ALEXANDER CAPUTO
N/A	Vice-President	N/A
N/A	Secretary	N/A
N/A	Treasurer	N/A

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.

Section II – General Project Experience – Maximum 40 points

Each contractor shall submit a list of five (5) projects, along with a contract administrator name and number. These will be considered general references and these projects can be anywhere in Central Florida (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties). Attach separate page if necessary.

Excellent = 5 points
 Very Good = 4 points
 Good = 3 points
 Poor = 0 point

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
7/2005	ANDERSON POND, ORANGE CO.	45-733 SCHULLER CONTRACTORS, INC., ORLANDO, FL 407-855-5572 407-855-4922	\$ 458,000 --
6/2005	JOHN YOUNG PKWY, SEG. 2, ORANGE CO.	45-710 SCHULLER CONTRACTORS, INC. ORLANDO, FL 407-855-5572, 407-855-4922	\$ 763,000 --
3/2003	NORTHWESTERN AVE. EROSION & SEDI- MENTATION CC-1200-02	SCHULLER CONTRACTORS, ORLANDO, 407-855-5572 407-855-4922	\$ 764,000 --
5/2005	OC CONTINUOUS CONTRACT, DUO LAKES	SCHULLER CONTRACTORS, ORLANDO, 407-855-5572 407-855-4922	\$ 443,332 --
2/2006	OC CONTINUOUS CONTRACT, WINDOVER PARK	SCHULLER CONTRACTORS INC, ORLANDO, 407-855-5572, 407-855-4922	\$ 317,279 --
7/2006	OC CONTINUOUS CONTRACT, KELLY PARK HILLS	SCHULLER CONTRACTORS, INC, ORLANDO, 407-855-5572, 407-855-4922	\$ 306,637 --

Length of time in business: 5 Years

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

WACHOVIA BANK, LESA CAMPBELL OR CRAIG FAREY
407-649-5658

BIDDER INFORMATION
 08/06

P/W Sidewalk & Misc. Constr.

00160-2
 CC-1284-06

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	
Business name, if different from above AFC CONSTRUCTION, LLC	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other LLC <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 8046A PRESIDENTS DRIVE	Requester's name and address (optional)
City, state, and ZIP code ORLANDO, FL 32809	
List account number(s) here (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.

Social security number
+ +
or
Employer identification number
9101010102174

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

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 Linda Stearlings	Date 9/27/06
------------------	--	---------------------

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.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of FLORIDA)
)ss
County of ORANGE)

ALEXANDER CAPUTO, being first duly sworn, deposes and says that:

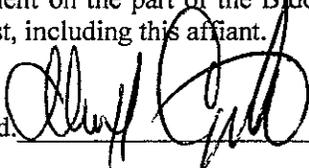
(1) He is CHIEF FINANCIAL OFFICER of AJC CONSTRUCTION, the Bidder that has submitted the attached Bid;

(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: ALEXANDER CAPUTO

Title: CHIEF FINANCIAL OFFICER

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 27th day of SEPTEMBER, 2006, by ALEXANDER CAPUTO who is personally known to me or who has produced _____ identification.

Jennifer S. O'Neal
Print Name Jennifer S. O'NEAL



Jennifer S. O'Neal
Commission #DD201786
Expires: Apr 09, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public in and for the County and State
Aforementioned

My commission expires: 4/9/2007

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.

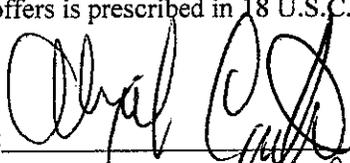
CERTIFICATION OF NONSEGREGATED FACILITIES

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: 9/27/06

By: 

Print Name: ALEXANDER CAPUTO

Title: CHIEF FINANCIAL OFFICER

Official Address:

8046A PRESIDENTS DR

ORLANDO, FL 32809

(Include Zip Code)

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

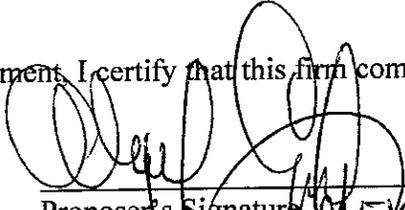
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

AJC CONSTRUCTION, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

ALEXANDER CAPUTO, CFO

AJC CONSTRUCTION, LLC

Firm

9/25/06

Date



CONTRACTOR PREQUALIFICATION LISTING | Help
for ALL VENDORS

Return To Inquiry Menu

1 - 30 of 425 Vendors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
\BBA CONSTRUCTION, INC. *592985866001 EXPIRES: 06/30/2007 GRADING DRAINAGE *CONCRETE AND BRICK SIDEWALKS, CURBS AND APRONS RENOVATION.	6963-1 BUSINESS PARK BLVD. N. JACKSONVILLE, FL 32256 (904) 886-2990	6963-1 BUSINESS PARK BLVD. N. JACKSONVILLE, FL 32256 (904) 886-2990
\BHE & SVOBODA, INC. *411224817001 EXPIRES: 06/30/2007 GRADING DRAINAGE GUARDRAIL R&R MINOR BRIDGES R&R MAJ.BRIDGE-CONV.CONS ETC. *WATERPROOFING, CONCRETE REPAIRS, STRUCTURAL STEEL REPAIR, BRIDGE DECK REPAIR, LATEX OVERLAY, REPAIR OF PIERS DAMS, LOCKS AND GATES.	17066 REVERE WAY BOX 251 PRIOR LAKE, MN 55372 (952) 447-6025	17066 REVERE WAY PRIOR LAKE, MN 55372 (952) 447-6025
\ADVANCE CONSTRUCTION SERVICES, INC. *631069207001 EXPIRES: 02/28/2007 MINOR BRIDGES FLEXIBLE PAVING GRASSING, SEEDING AND SODDING *LEACHATE COLLECTION SYSTEM.	114 BLACKSHER STREET BREWTON, AL 36426 (251) 867-9972	109 SAINT JOSEPH AVENUE, STE. 10 BREWTON, AL 36427 (251) 867-9972
\AJAX PAVING INDUSTRIES, INC. *382369567005 EXPIRES: 06/30/2007 MINOR BRIDGES FLEXIBLE PAVING HOT PLANT-MIXED BITUM. COURSES DEBRIS REMOVAL *MILLING.	830 KIRTS BLVD., SUITE 100 TROY, MI 48084 (248) 244-3300	510 GENE GREEN ROAD NOKOMIS, FL 342753624 (941) 486-3600
\AJC CONSTRUCTION, LLC. *900000274001 EXPIRES: 06/30/2007 *SIDEWALKS & DRIVEWAYS, UTILITY WORK, CURB & GUTTER, MITER ENDS, AND RIP RAP.	8046A PRESIDENTS DRIVE ORLANDO, FL 32809 (407) 855-5572	8046A PRESIDENTS DRIVE ORLANDO, FL 32809 (407) 855-5572
\AKCA, INC. *341337287001 EXPIRES: 06/30/2007 PAVEMENT MARKING	4603 REECE ROAD PLANT CITY, FL 33566 (813) 752-4471	4603 REECE ROAD PLANT CITY, FL 33566 (813) 752-4471
\ALL AMERICAN CONCRETE, INC. *591406820003 EXPIRES: 06/30/2007 MINOR BRIDGES FLEXIBLE PAVING DRAINAGE R&R INTERMEDIATE BRIDGES *UTILITIES, BANK & SHORE PROTECTION, RETAINING WALL, DRIVEWAYS, BARRIER WALL, SIDEWALKS, MARINE BULKHEAD (SEAWALL), PIPE DESILTING, PIPE VIDEO INSPECTION, EMERGENCY STRUCTURE REPAIR, SOUND WALL CONSTRUCTION, BOX CULVERTS, FORM & POUR STRUCTURE, SLOPE PAVEMENT.	8770 SOMERSET DRIVE LARGO, FL 33773 (727) 524-8755	8770 SOMERSET DRIVE LARGO, FL 33773 (727) 524-8755
\ALLEN'S EXCAVATION, INC. *592584971001 EXPIRES: 06/30/2007 GRADING	6403 WOODVILLE HIGHWAY TALLAHASSEE, FL 32305 (850) 421-6872	6403 WOODVILLE HIGHWAY TALLAHASSEE, FL 32305 (850) 421-6872

Florida Department of State, Division of Corporations

Corporations Online

www.sunbiz.org

Public Inquiry

Florida Limited Liability

AJC CONSTRUCTION, LLC

PRINCIPAL ADDRESS
 8046A PRESIDENTS DRIVE
 ORLANDO FL 32809

MAILING ADDRESS
 8046A PRESIDENTS DRIVE
 ORLANDO FL 32809

Document Number L01000015828	FEI Number 900000274	Date Filed 09/17/2001
State FL	Status ACTIVE	Effective Date NONE
Last Event LC NAME CHANGE	Event Date Filed 04/18/2006	Event Effective Date NONE
Total Contribution 0.00		

Registered Agent

Name & Address
CAPUTO, ALEXANDER J 8046A PRESIDENTS DRIVE ORLANDO FL 32809

Manager/Member Detail

Name & Address	Title
CAPUTO, ALEXANDER J 8046A PRESIDENTS DRIVE ORLANDO FL 32809 US	MGR

Annual Reports

Report Year	Filed Date
2004	01/06/2004
2005	01/04/2005
2006	01/04/2006

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Document Images

Listed below are the images available for this filing.

04/18/2006 -- LC Name Change
01/04/2006 -- ANNUAL REPORT
01/04/2005 -- ANNUAL REPORT
01/06/2004 -- ANNUAL REPORT
01/05/2003 -- ANNUAL REPORT
09/17/2001 -- Florida Limited Liabilites

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

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COOPER,
SIMMS,
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MOSLEY

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WWW.COOPERSIMMS.COM • EMAIL: INFO@COOPERSIMMS.COM

April 26, 2006

Contracts Administration Office
FLORIDA DEPARTMENT OF TRANSPORTATION
605 Suwannee Street, MS#55
Tallahassee, FL 32399-0455

To Whom It May Concern:

This letter is to recommend Mr. Alexander Caputo, President of AJC Construction, LLC, for certification with the FDOT. His integrity and business ethics are above all standards in the business community. I've always found Al and his staff eager to cooperate in any way necessary to assure a project's timely completion.

Over the past several years Cooper, Simms, Nelson & Mosley, has insured Al for some of the largest projects he has ever undertaken. The complaints, claims, and lawsuits have been very minimal for the size, number of projects, and revenue generated.

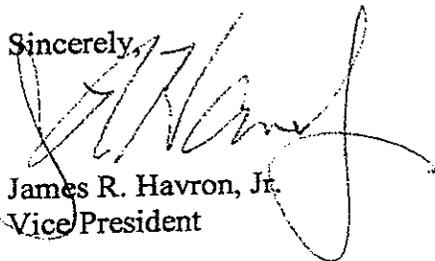
A few of the projects I have first hand knowledge of are:

John Young Parkway, Segment 2, Sidewalk and Landscaping Project. Orange County Project #Y5-710, contract amount-\$810,520.00. Location was between SR417 and the Central Florida Parkway. Mike Wehrfritz was the Project Inspector for Orange County. The project included, but was not limited to-installation of sidewalks and landscaping, excavation, grading, installation of 290 feet of pipe and manholes, and a 594 foot barrier wall. The project was completed on time.

Anderson Road Outfall Pond (Emergency), Orange County Project #Y5-733, contract amount-\$458,000.00, Mike Wehrfritz was the Project Inspector. The project was located at Anderson Road and Conway Gardens Road and constructed (by excavation) a pond to develop a Stormwater Pollution Prevention Plan. The project was completed on time.

If you have any questions please feel free to contact me at 407-644-8689.

Sincerely,


James R. Havron, Jr.
Vice President

JRH/pvp

FLORIDA
SURETY
BONDS, INC.



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386-898-0507
FAX 386-898-0510

888-786-BOND (2663)
FAX 888-718-BOND (2663)

www.FloridaSuretyBonds.com

April 26, 2006

Contract Administration Office
Florida Department of Transportation
605 Suwanee Street MS #55
Tallahassee, FL 32399

Re: Alexander J. Caputo & AJC Construction LLC

To Whom It May Concern:

We are pleased to be the bond agency for Alexander J. Caputo, President, of AJC Construction LLC and have been handling his surety requirements since February, 2001. Bonds are provided through United Fire & Casualty Company, a surety Best rated A, IX, and U.S. Treasury listed at \$38,397,000.

We would anticipate no difficulty in providing bonds for projects in the \$5,000,000 single, \$20,000,000 aggregate range. We can provide bonds in excess of this should a request be made, subject to a review of the contract provisions and underwriting file.

We have investigated their performance references and financial capabilities and have great confidence in their ability to manage construction projects successfully:

1. The John Young Parkway Project Y5-710 for Orange County was \$810,520 and included excavation, grading, installation of pipe and barrier walls, sidewalks and landscaping. This job was done on time.
2. The Anderson Road Outfall Pond Project Y5-733 for Orange County was \$458,000 and was an interesting project. They excavated a pond to develop a Stormwater Pollution Prevention Plan and was done on time.

You will be pleased with the quality and timeliness of their work.

Should you have any questions, please feel free to contact me.

Yours truly,

Susan L. Reich
Vice-President

Parkit Construction, Inc.



C.G.C. 1507351



May 17, 2006

To Whom It May Concern:

I have previously had the pleasure of working with and utilizing the services of Mr. Alexander Caputo, who is the President of AJC Construction, LLC. I have found Mr. Caputo to be a very competent and ethical business professional. Once more, I look forward to working with him on future projects for several years to come.

As always, feel free to contact me with any questions that you have or if I can be of further assistance.

Sincerely,

Dave Park, P.E., C.G.C.
Owner / Director

PO Box 120278
West Melbourne, FL 32912-0278
Phone: (321) 426-6556
Fax: (321) 952-8120
Email DPark1@cfl.rr.com

Roberts, Tammy

From: Khoury, Antoine
Sent: Wednesday, October 18, 2006 2:46 PM
To: Roberts, Tammy
Subject: CC -1284-06/TLR Reference Check

Tammy, we have contacted all the references and Public Works is satisfied with the findings. I have sent a hard copy to you via interoffice mail.

Public Works recommend that all contractors be retained under a continuous construction contract.
Thank You

Antoine Khoury PE
Principal Engineer
akhoury@seminolecountyfl.gov
407 665 5768
407 665 5786 Fax

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-