

**MASTER SERVICES AGREEMENT FOR SMALL
UTILITIES AND PIPELINE PROJECTS
(CC-7099-26/HSM)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION (APEC), LLC.**, duly authorized to conduct business in the State of Florida, whose address is 5401 S. Kirkman Road, Ste 336, Orlando, Florida 32119,, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide construction services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONTRACTOR to provide professional services and perform those tasks as further described in the Scope of Services, attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study.

CONTRACTOR is also bound by all requirements contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work nor requires COUNTY to place any orders for work.

(b) CONTRACTOR may utilize labor categories not included in the fee proposal for each Work Order, but have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount. In no event may the Work Order amount be modified as a result of any changes in labor categories. CONTRACTOR shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement in effect on the date of COUNTY's approval.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work

Order is attached as Exhibit B. Each Work Order will 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 incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when COUNTY determines it is in the COUNTY's best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR will be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the Work Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONTRACTOR will be compensated in accordance with the Rate Schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee", "Not-to-Exceed", or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONTRACTOR for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONTRACTOR for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONTRACTOR, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage will be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a “non-resort”-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare will be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, Project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order must be issued on a Fixed Fee basis. CONTRACTOR shall perform all work required by the Work Order, but in no event may CONTRACTOR be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONTRACTOR shall perform all work required by the Work Order, but in no event will CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONTRACTOR is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONTRACTOR shall advise COUNTY whenever CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONTRACTOR may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONTRACTOR ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONTRACTOR may invoice the amount due for services actually performed and completed. COUNTY shall pay CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:
Seminole County Utilities Department
500 W. Lake Mary Blvd

(i) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement, and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support

final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by this Section.

(c) In addition to the above, if federal funds are used for any work under this Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONTRACTOR that are pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) If any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed

for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise, without additional compensation, any errors or deficiencies in CONTRACTOR's plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONTRACTOR's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONTRACTOR's services, or have been created during the course of CONTRACTOR's performance under this Agreement, will become the property of COUNTY after final payment is made to CONTRACTOR.

Section 11. Termination.

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee basis, CONTRACTOR will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely by COUNTY.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the services required by this Agreement arises without any fault or negligence of CONTRACTOR. CONTRACTOR will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of the CONTRACTOR include, but are not limited to acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement, it is determined that CONTRACTOR did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the

breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of 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 CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the opposite party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$1,000,000.00 (Each Accident)
\$1,000,000.00 (Disease-Policy Limit)
\$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	\$2,000,000.00	Each Occurrence
Personal & Advertising	\$1,000,000.00	
Injury Limit		
Each Occurrence Limit	\$1,000,000.00	
Products and Completed Operations	\$2,000,000.00	

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for

those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 21. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, 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 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 30. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the

performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has 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:

For COUNTY:

Seminole County Utilities Department
500 W Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

American Persian Engineering and Construction (APEC), LLC
5401 S. S. Kirkman Rd, Ste, 336
Orlando, FL, 32804

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 34. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to and made a part of this Agreement as Exhibit G, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ALL TERRAIN TRACTOR SERVICES, INC.

, Secretary

By:_____
ARMAN POURMIRZA, Vice President

(CORPORATE SEAL)

Date:_____

SEMINOLE COUNTY, FLORIDA

Witness

Herronda S. Mortimer

Print Name

By: _____

Robert Bradley

Purchasing and Contracts Division Manager

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

7/14/26

T:\Users\Legal Secretary CSB\Forms-Purchasing\Contractor Work Order.docx

Attachments:

Exhibit A – Scope of Services

Exhibit B – Sample Work Order

Exhibit C – Rate Schedule

Exhibit D – Trench Safety Form

Exhibit E – Americans with Disabilities Act

Exhibit F – Construction Forms

Exhibit G – Affidavit of E-Verify Requirements

Compliance

Exhibit H – Human Trafficking Affidavit

Small Utilities and Pipeline Rehabilitation

I. PURPOSE

It is the intent of Seminole County to secure qualified vendor(s) for the purpose of awarding various maintenance, repair, refurbishment, and equipment renewal projects associated with utility facilities and pipelines. The successful bidders shall furnish all parts, materials, equipment, labor and supervision as necessary to complete the assigned repair, refurbishment and equipment replacement project(s). The successful bidders shall supply construction services for the purpose of maintaining and rehabilitating Seminole County Utility Department's (SCUD) Small Utilities, Pipelines, and associated facilities.

II. SPECIAL CONDITIONS

A. GENERAL VENDOR RESPONSIBILITIES

The Owner, Engineer, and/or their Representatives/Agents shall not be responsible for any actions taken by the Vendor, negligence of the Vendor, and/or the failure of the Vendor to maintain safe working conditions during the Vendor's performance of the work included under this Contract.

The Vendor shall be solely responsible for the quality of work performed and the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work. Vendor shall also be responsible for insuring that the work is performed in accordance with the Contract Documents and associated permits.

B. EXISTING STRUCTURES AND UTILITIES

Locations, elevations, size, and materials of existing structures, utilities, piping, electrical equipment, etc., are not guaranteed. It shall be the Vendor's responsibility to physically locate and verify the locations of all facilities and utilities prior to starting any portion of the contracted work. The Vendor shall immediately notify the Engineer and the SCUD of any differing site conditions, which may affect existing or proposed utilities. Cost of locates and verification shall be considered incidental to the project, and no additional payment shall be made.

The Vendor shall be responsible for and repair all damage to pavement, concrete, buildings, telephone, or other cables and conduits, pipes, or other structures within and beyond the limits of this Contract which may be affected, whether or not shown on the Plans.

C. PROTECTION OF PRIVATE PROPERTY

It shall be the Vendor's responsibility to protect private and public property. The Vendor shall notify the fire department at least seven days prior to beginning any construction

EXHIBIT A

activities. Private property outside the limits of construction and/or street rights-of-way that are disturbed by the Vendor's construction activities shall be restored by the Vendor to the original condition at the Vendor's expense. There shall be no extra pay for this work, and the anticipated cost of the work must be included in the Contract price.

C. SAFETY

Prior to the start of any construction, the Vendor shall submit to the Engineer, the company's Safety Plan, including the name of the safety person responsible for implementing and overseeing the plan.

III. **PROJECT ASSIGNMENT AND PRICING:**

1. For each project, the vendors shall submit a complete written estimate prior to initiation of any work. An authorized representative from Seminole County shall evaluate the estimates, and if found acceptable, shall provide written authorization in the form of an executed Work Order prior to the vendor proceeding with the work. The County shall not honor any unauthorized charges.
2. The Vendor shall have completed not fewer than five (5) projects of similar scope and complexity within the preceding two (2) years, specifically involving small utility and pipeline rehabilitation.

IV. **SUB-VENDORS, PERMITS AND PARTS:**

1. Sub-vendors shall only be utilized after receiving written approval in the form of an executed Work Order from the County. Charges for sub-vendors shall be marked up per the bid schedule, and the vendor shall be required to provide supporting documentation of sub-vendors' charges.
2. The Vendor shall be responsible for applying for and obtaining all permits required to complete the assigned projects. Charges for permits' fees shall not be marked up, and the Vendor shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at a rate no greater than the maximum mark-up as shown on the bid schedule form. No additional delivery costs will be paid. The Vendor will be required to provide supporting documentation of actual parts costs for every invoice submitted.
4. The Vendor shall self-perform not less than fifty-one percent (51%) of the work.

V. **SCOPE OF WORK:**

The scope of work for the projects may include the following:

1. General Requirements
2. Restoration
3. Testing
4. Control and Abatement of Erosion and Water Pollution
5. Concrete Work
6. Traffic Control

EXHIBIT A

7. Cross Drain and Side Drain Replacement
8. Gate Valve and Box Replacement
9. Butterfly Valve and Box Replacement
10. Plug Valve and Box Replacement
11. OS&Y Valve Replacement
12. Directional Boring
13. Water Main Blowoff Assembly
14. ARV and CAV Replacement
15. Fire Hydrant and Valve Assembly
16. Thrust Block Replacement
17. Restrained Joint Device Replacement
18. Fitting Restraint Replacement
19. Bell Restraint Replacement
20. Tapping Sleeve, Valve, and Line Stop Replacement
21. Initial and Additional Repair Excavation
22. Sheet piling and Dewatering
23. Bypass Pumping
24. Gravity Sewer Pipe Replacement
25. Sewer Plug Replacement
26. Existing Manhole Removal
27. Adjustment of Manhole Ring and Cover
28. Manhole Drop Connection
29. Removal of Existing Pipelines, Nonhazardous and AC
30. Grouting of Existing Pipeline to be Placed Out of Service
31. Installation of New Manholes
32. Water Services
33. Lining System Installation
34. Inspections
35. Sewer Cleanout Installation
36. Utility Pipeline Work

VI. **QUANTITIES:**

The estimated quantities serve only as a guideline for preparing the bid and shall not be construed as representing actual quantities to be purchased under this contract. The County makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the Vendor will perform on any project for the County during the life of this Agreement.

VII. **EMERGENCY SERVICES:**

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the scheduled hourly rates

EXHIBIT A

plus the emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

2. Normal Business Hours under this agreement are Monday through Friday, 0600 through 1800 hours, excluding published County holidays.

3. The Vendor shall maintain a 24-hour, 365 day answering service for incoming service calls. All service calls shall be logged, and the log shall be submitted to SCUD on a monthly basis.

4. The Vendor shall pay a fee of \$250 per incident penalty for not responding within the contracted one (1) hour emergency response time. "Responding" shall mean either (a) the Vendor answering the emergency call when placed, or (b) the Vendor returning the call within one (1) hour of the initial contact attempt.

VIII. **OBLIGATIONS OF THE VENDOR:**

During the performance of work pursuant to this Contract, the Vendor will:

1. Ensure that all work must be done according to the SCUD's standards as described in SCUD's Engineering Manual and the Approved Materials List.

2. Provide the SCUD with a monthly schedule for all planned work and reschedule such work when notified by the SCUD that the work cannot be performed at that time. The Vendor will not be compensated if work cannot be performed due to foreseeable circumstances.

3. Employ professional, qualified, and responsible pump mechanics and/or electricians to perform the work. The Vendor is expected to employ pump mechanics and/or electricians trained in the maintenance and installation of the specific types of equipment used in the SCUD systems and as mentioned in the SCUD's Approved Materials List.

4. Observe all SCUD site access and security procedures. As these procedures are subject to change, the Vendor is responsible for familiarizing the pump mechanics and/or electricians with current requirements; violation of site access and security procedures shall be considered a serious breach of the terms of this Contract. Failure to personally and properly notify the SCUD SCADA Operations staff as required is a violation of the terms of this Contract. For each on-site visit to a SCUD facility the Vendor's pump mechanics and/or electricians shall, at a minimum:

- a. Notify the SCUD SCADA Operations staff at (407)665-2767 for proper entry
- b. Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book
- c. Document into the facility's log book completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407)665-2767

5. Maintain documentation of all work performed under this Contract on forms provided or approved by the SCUD. All such documentation will become the property of the SCUD upon termination of this Contract. Invoices submitted by the Vendor will not be approved for payment unless written documentation of all work for which the Vendor seeks payment is attached. At a minimum, documentation will include:

- a. Vendor name, complete address, and contact information
- b. Date, time, and location of site visit
- c. Reason for site visit
- d. Brief description of work performed or accomplished
- e. Any observed deficiencies or operational issues and recommendations for resolution
- f. Required or recommended follow-up
- g. Parts and/or consumables used
- h. Labor hours

EXHIBIT A

- i. Participating Vendor personnel
- j. Approval by a SCUD representative
- k. Approval by Vendor Operations Manager

IX. **LOCATION OF FIRM**

Vendor represents and warrants that its principal place of business, or a fully staffed and operational branch office capable of performing the Services, is located within one hundred (100) miles of Seminole County, Florida. Vendor shall maintain such location for the duration of this Agreement. Failure to comply with this requirement shall constitute a material breach of this Agreement.

X. **WARRANTY**

All projects and work performed under this agreement shall have a minimum of 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24-months, the manufacturers' warranty shall prevail with only the vendor's normal labor rates being charged after the initial 24-month period.



CONSTRUCTION MSA WORK ORDER #WO #
Seminole County, Florida Board of County Commissioners

Master Agreement No. Click to enter text

Dated: Click to enter date

Master Agreement Title: Click or tap here to enter text

Project Title: Click or tap here to enter text

Contractor: Contractor Name
 Address: Contractor Address
 City/State/Zip

ATTACHMENTS TO THIS WORK ORDER:

- | | |
|---|--|
| ☐ EXHIBIT A - Scope of Services/Specifications | ☐ EXHIBIT D - Supplemental Conditions |
| ☐ EXHIBIT B - Pricing/Proposal/Fee Schedule | ☐ EXHIBIT E - |
| ☐ EXHIBIT C - Drawing Plans | |

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work within Days (#) **calendar days** of the Effective Date shown below.

Contractor's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor Choose an item. \$Amount for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [5%] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this ____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
 Signature – County Representative

Date: _____

Printed Name: _____

Title: Procurement Administrator
 (Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
 Signature

Printed Name: _____

Contractor: Contractor

By: _____
 Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
 Signature

Printed Name: _____

OC #: OC# OM #: OM#

EXHIBIT C

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Project Manager	400	Hours	\$40.00
2	Project Superintendent	1000	Hours	\$35.00
3	Pipe Mechanic	1000	Hours	\$28.00
4	Welder/Fabricator	10	Hours	\$78.00
5	Pipefitter	50	Hours	\$30.00
6	Plumber	75	Hours	\$70.00
7	Laborer	1000	Hours	\$20.00
8	Equipment Operator	800	Hours	\$30.00
9	Concrete Lead	50	Hours	\$25.00
10	Rigging Specialist	50	Hours	\$40.00
11	Craft Foreman	50	Hours	\$40.00
12	Rodbuster	50	Hours	\$45.00
13	Finisher	50	Hours	\$40.00
Total				

EXHIBIT D

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.

[illegible]

Arman Poiurmirza
Representative Name

APEC LLC

Bidder Name

Representative Signature

5/26/2026
Date

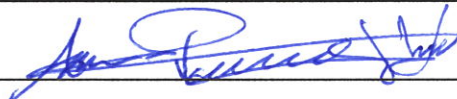
EXHIBIT E

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

The CONTRACTOR/CONSULTANT 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/CONSULTANT 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/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT 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/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: American Persian Engineering and construction LLC dba APEC LLC

Signature: 

Printed Name: Arman Pourmirza

Title: Vice President

Date: 5, 27, 2026

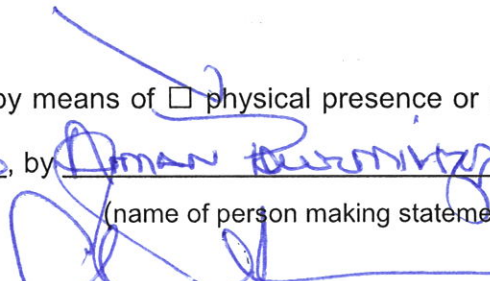
Affix Corporate Seal (if applicable)

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 27 day of May, 2026, by Arman Pourmirza.
(name of person making statement)



CELIA CALLAHAN
Commission # HH 485911
Expires March 24, 2028


Signature of Notary Public
Celia Callahan
Print/Type/Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION FORMS

EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

Application for Payment.....	C-01
Continuation Sheet for Application for Payment	C-01 (2)
Change Order Form	C-02
Shop Drawing Submittals.....	C-03
Authorized Field Change (AFC)	C-04
Certificate of Substantial Completion.....	C-05
Certificate of Final Completion	C-06
Contractor's Release	C-07
Contractor's Waiver of Lien (Partial)	C-08
Subcontractor's Waiver of Lien (Partial)	C-09
Contractor's Waiver of Lien (Final and Complete).....	C-10
Subcontractor's Waiver and Release of Lien (Final)	C-11
Consent of Surety to Final Payment.....	C-12

Any manipulations of these documents would be grounds for fraud and misrepresentation.

EXHIBIT F
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

1. ORIGINAL CONTACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDER \$ _____
3. CONTACT SUM TO DATE (*Line 1 & Line 2*) \$ _____
4. TOTAL COMPLETED AND STORED TO DATE..... \$ _____
5. RETAINAGE:
- (a) _____ % of Completed Work \$ _____
- (b) _____ % of Stored Material \$ _____
- Total Retainage (Lines 5a + 5b, or Total in Column 1)* \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
- (*Line 6 from Prior Payment Application*)
8. CURRENT PAYMENT DUE..... \$ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE (*Line 3 minus Line 6*)..... \$ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through _____) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: _____ **DATE:** _____

By: _____ (Print) _____ (Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.(name of person making statement)

Signature of Notary Public – State of Florida

Print/Type/Stamp Commissioned Name of Notary Public

Personally Known OR _____ Produced Identification Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: _____ Date: _____

Project Manager: _____ Date: _____

EXHIBIT F

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT

Containing Contractor's signed certification is attached

APPLICATION #:**APPLICATION DATE:****PERIOD TO:****PROJECT #**[illegible]

EXHIBIT F

EXHIBIT F
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: _____ Date: _____

Contract No.: _____ Project Name: _____

Change Order No.: _____ Work Order No.: (if applicable) _____

Original Contract / Work Order Amount: \$ _____

Amount prior to this Change Order, if different: \$ _____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change \$ _____

Revised Contract / Work Order Amount including this Change Order: \$ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____ Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order _____ does or _____ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager:	Architect / Engineer of Record:	Contractor:
Name: _____	_____	_____
Address: _____	_____	_____
_____	_____	_____
Sign: _____	_____	_____
Date: _____	_____	_____

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date: _____
Procurement Administrator
As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____ WITNESS: _____

☐ For Board approved Items: Meeting Date: _____ Item # _____

EXHIBIT F

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date: _____

Submittal #: _____

ENGINEER OF RECORD:

CONTRACTOR:

Attention: _____
Project Manager

Project Name: _____

Contract No.: _____ CIP# _____ Contractor: _____

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record: _____

Date: _____

EXHIBIT F

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

FIELD ORDER NO.:	
AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	_____ OF _____
Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.	

I. Minor Variations Authorized:	
II. Justification	
III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.	
This AFC authorized by: Includes ____ attachments:	_____ ARCHITECT/ENGINEER By: _____ Date: _____
Receipt of this AFC: Acknowledged By:	_____ CONTRACTOR By: _____ Date: _____

Seminole County Board of County Commissioners**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

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

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

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

Date of Substantial Completion

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

EXHIBIT F

2 Pages Form

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Executed by County's PROJECT MANAGER on the _____ day of _____, 20____

PROJECT MANAGER:

Print Name

Signature

Seminole County Board of County Commissioners

CERTIFICATE OF FINAL COMPLETION
Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

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

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

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

Date of Final Completion

EXHIBIT F

2 Pages Form

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Accepted by SEMINOLE COUNTY on the _____ day of _____, 20____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Procurement Administrator

**As authorized by Section 3.554, Seminole County
Administrative Code**

EXHIBIT F

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

BEFORE ME, the undersigned authority in said County and State, appeared _____
_____ (Name of Affiant) who, being duly sworn and personally know to me,
deposes and says that he/she is _____ (Title of Affiant) of _____
_____ (Full Legal Company Name), a company and/or corporation authorized to do business
under the laws of Florida, which is the CONTRACTOR on _____
_____ (Agreement Title), located in Seminole County, Florida, dated the ____ day of
_____, 20____, that the deponent is duly authorized to make this affidavit by resolution of the Board of
Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement
has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been
approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or
otherwise, in connection with said Agreement and Word, and that there are no suits pending against the
undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or
otherwise under this Agreement.

Affiant further says that the final estimate in the amount of \$ _____ which has been submitted
to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the
COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final
estimate in the amount of \$ _____ will operate as a full and final release and discharge of the
COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement.
Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of
this release as spelled out in the Contract Documents.

Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this ____ day
of _____, 20____, by _____
(Name of Affiant)

Signature of Notary Public – State of Florida

Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

EXHIBIT F

EXHIBIT “__”

PRIME CONTRACTOR’S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON PROGRESS PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Prime Contractor) under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the progress payment in the amount of \$ _____, hereby waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project through _____ (Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Prime Contractor’s Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT F

EXHIBIT “__”

SUB-CONTRACTOR'S / VENDOR'S PARTIAL WAIVER AND RELEASE OF SEMINOLE COUNTY, PRIME CONTRACTOR, AND PAYMENT BOND SURETY UPON PROGRESS PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Subcontractor/Vendor) to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this partial Waiver and Release on behalf of the Subcontractor/Vendor.

The undersigned, in consideration of the progress payment in the amount of \$_____, hereby waives and releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or materials furnished to Prime Contractor on the above listed project through _____ (Date).

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Subcontractor's/Vendor's Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT F

EXHIBIT “__”

PRIME CONTRACTOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY UPON FINAL PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Prime Contractor) to the above contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Final Waiver and Release on behalf of the Prime Contractor.

The undersigned, in consideration of the final payment in the amount of \$_____, hereby finally waives and releases all claims against Seminole County, Florida for labor, services, and/or materials furnished to Seminole County, Florida on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Prime Contractor's Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT F

EXHIBIT “ __ ”

SUB-CONTRACTOR'S / VENDOR'S FINAL WAIVER AND RELEASE OF SEMINOLE COUNTY AND PAYMENT BOND SURETY UPON FINAL PAYMENT

Agreement Title: _____

Seminole County Contract No: _____

Project Name: _____

Prime Contractor: _____

Payment Bond Surety: _____

Bond Number: _____

Address of Payment Bond Surety: _____

STATE OF FLORIDA

COUNTY OF: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Subcontractor/Vendor) to the above Prime Contractor under contract with Seminole County for the _____ (Agreement Title) and that he/she is authorized to and does execute this Waiver and Release on behalf of the Subcontractor/Vendor.

The undersigned, in consideration of the final payment in the amount of \$_____, hereby finally waives and releases all claims against Seminole County, Florida, Prime Contractor, and the Payment Bond Surety for labor, services, and/or materials furnished to Prime Contractor on the above listed project.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 20 ____.

Signature of Subcontractor's/Vendor's Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20____, by _____ as _____ for _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

EXHIBIT F

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

We, _____ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ Dollars (\$ _____) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, _____ (Name of Surety) has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this _____ day of _____, 20 ____.

Signature – Surety's Representative

Signature – Attorney-in-Fact

*Power of Attorney must be attached if signed by Attorney-in-Fact

Printed Name & Title

STATE OF FLORIDA
COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this _____ day of _____, 20____, by _____ (Name of Affiant), who is personally known to me or who has produced _____ as identification.

Signature of Notary Public – State of Florida

Printed/Typed/Stamped Commissioned Name of Notary Public

Title or Rank

Serial Number (if any)

EXHIBIT G

Agreement Name: Master Services Agreement for Small Utilities and Pipeline Projects

Agreement Number: CC-7099-26/HSM

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number CC-7099-26/HSM are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this

27th day of May, 2026.

American Persian Engineering & Construction DBA
Consultant Name APCC LLC

By: [Signature]
Print/Type Name: Arman Pourmirza
Title: VP

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 27 day of May, 2026, by Arman Pourmirza (Full Name of Affiant).



CELIA CALLAHAN
Commission # HH 485911
Expires March 24, 2028

[Signature]
Print/Type Name Celia Callahan
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

HUMAN TRAFFICKING AFFIDAVITCONTRACT # CC-7099-26/HSM

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of APEC LLC ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

Date

Arman Pourmirza VP
Print Name, Title

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27 day of May, 2026, by Arman Pourmirza as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: _____

My commission expires: _____



CELIA CALLAHAN
Commission # HH 485911
Expires March 24, 2028