

**CONSTRUCTION SERVICES AGREEMENT FOR  
OXFORD ROAD DRAINAGE AND SIDEWALK  
PROJECT  
(CC-5995-24/TAD)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between **Mercon Construction Company**, duly authorized to conduct business in the State of Florida, whose address is 127 W. Fairbanks Ave., Suite 444, Winter Park, FL 32789, 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. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

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

**Section 1. Work.** CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. The work is generally described as the Oxford Road Drainage and Sidewalk Project.

**Section 2. Engineer.**

(a) (a) The Engineer of Record (“ENGINEER”) as named in the Contract Documents is Atkins North America, Inc., whose address is 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607.

(b) COUNTY’s contracted consultant for construction, engineering, and inspection (“CEI”) services as named in the Contract Documents is England-Thims and Miller, Inc., whose address is 1411 Edgewater Drive, Suite #200, Orlando, Florida 32804.

### **Section 3. Contract Time.**

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within Five Hundred Sixty-Five (565) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within Thirty (30) calendar days after the actual date of substantial completion.

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

(d) The contract time provided for in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. CONTRACTOR shall depict this thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will be considered related to utility coordination matters, including, but not limited to utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days impact on controlling items of work in accordance with the Project schedule.

(e) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

### **Section 4. Contract Price.**

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price).

CONTRACTOR's total compensation is \$6,895,700.48, subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until the final acceptance; and for all risks of every description connected with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its total bid (original contract price) all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including, but not limited to subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.

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

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon CONTRACTOR's own study of underground facilities, utilities in their present, relocated (temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of others at the Project site.

**Section 5. Payment Procedures.**

(a) Application for Payment. 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 for in the General Conditions.

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

(c) Final Payment. Upon Final Completion and acceptance of the work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the contract price as provided in that subsection.

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

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

(b) In the event that CONTRACTOR fails to physically mobilize to the work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the work in an amount equal to the product of the number of days after the 31st day following the date of commencement of contract time and the liquidated damage amount for substantial completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent progress payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following

ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplemental progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

**Section 7. CONTRACTOR's Representations.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and Federal, State, and local laws, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the work.

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

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations

(temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data for such purposes.

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

(f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

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

(h) CONTRACTOR's resident Superintendent at the work site will be Amir Sajjadi. CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

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

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual

costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

**Section 8. Contract Documents.**

(a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

- (1) This Agreement and its Exhibits.
- (2) Any Addenda to COUNTY's Solicitation Package.
- (3) COUNTY's Solicitation Package, including the General Conditions.
- (4) Drawings and Plans.
- (5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

- (2) Performance Bond.
- (3) Payment Bond.
- (4) Contractor's Certificate of Insurance and Insurance Policies.
- (5) Notice to Proceed.
- (6) Certificate of Substantial Completion.
- (7) Contractor's Waiver of Lien (Partial).

- (8) Contractor's Waiver of Lien (Final and Complete).
- (9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).
- (10) Certificate of Final Completion.
- (11) Contractor's Release.
- (12) Consent of Surety to Final Payment.
- (13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

**Section 9. Liquidated Damages.**

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY 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 of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of FIVE HUNDRED and NO/100 Dollars (\$500.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable

measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

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

(c) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

#### **Section 10. Definitions, Assignment, and Binding Effect.**

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

(b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound and any such assignment without such written consent will be void and of no effect. 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). 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 itself and its partners, successors, assigns, and legal representatives to the other party, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**Section 11. CONTRACTOR's Specific Consideration.** In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars (\$250.00). 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 hereby acknowledged.

**Section 12. 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 13. Notices.** Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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 Public Works Engineering Division  
100 E. First Street  
Sanford, FL 32771

**With a copy to:**

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

**Copy to ENGINEER:**

Atkins North America, Inc.  
4030 W. Boy Scout Blvd., Suite 700  
Tampa, FL 33607

**For CONTRACTOR:**

Mercon Construction Company  
127 W. Fairbanks Ave, Suite 444  
Winter Park, FL 32789

**Section 14. 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 which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR 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 15. 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 will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by COUNTY, COUNTY will 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 COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

**Section 16. Indemnification of COUNTY.** CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

**Section 17. 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 or provide the materials 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 shall 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](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 18. 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 19. 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 document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 20. 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 21. 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 forever an independent contractor with respect to all services performed under this Agreement.

**Section 22. 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 23. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 24. Rights At Law Retained.** The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

**Section 25. 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 26. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such 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 27. 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 28. Additional Requirements.** CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the Americans with Disabilities Act Affidavit attached to this Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate.

**Section 29. 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 this Agreement as Exhibit F, to COUNTY.

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

ATTEST:

MERCON CONSTRUCTION COMPANY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Mehrdad Moradi, Director

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

\_\_\_\_\_  
Witness

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

(CORPORATE SEAL)

Date: \_\_\_\_\_

*[Remainder of page left intentionally blank; signature block continues onto next page]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

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

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Bid Form
- Exhibit C – Trench Safety Act
- Exhibit D – Americans with Disabilities Act Affidavit
- Exhibit E – Construction Forms
- Exhibit F – Affidavit of E-Verification Requirements Compliance

CMP/coh

1/14/25

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By: \_\_\_\_\_  
ROBERT BRADLEY,  
Procurement Administrator

Date: \_\_\_\_\_

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

## **Scope of Services (Seminole County and City of Casselberry)**

### **Seminole County:**

The CONSTRUCTION SERVICES FOR OXFORD ROAD SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT include adding new curb & gutter and sidewalk, removal and replacement of curb & gutter and sidewalk, new stormwater inlets and pipes, replacement of the outfall to unnamed pond, and removal and replacement of headwall in the pond along Oxford Rd. The project also includes construction of miami curb, slot drain, and drainage structures along Derbyshire Rd. Other project elements include milling & resurfacing, paver driveway restoration, signing & pavement markings, maintenance of traffic, and utility coordination.

### **City of Casselberry:**

This Scope is for the City of Casselberry's Water Main Replacement Project Phase I in English Estates residential community. This project will be constructed simultaneously with the Seminole County Oxford Road Sidewalk and Drainage Improvements project. The project is to construct a new 12-inch PVC water main along Derbyshire Road and a new 12-inch PVC water main along Oxford Road as noted on the Construction Drawings. The proposed water main will replace existing smaller asbestos cement pipe along the subject corridor and interconnect with existing water mains of various sizes. The construction will consist of, but not limited to the following:

- i. Installation of approximately 5,800 linear feet (LF) of 12-inch PVC water main including appurtenances by using open cut method.
- ii. Interconnection with existing 2", 3", 4", 6", 8" water mains and preparation of future tie-ins for Phase II and Phase III.
- iii. Connection of water services.
- iv. Replacement of fire hydrant and valves per City standards.
- v. Removal of asbestos cement pipe.
- vi. Removal and replacement of curbing, sidewalk, roadways and asphalt.
- vii. Replace manhole lids with ADA compliant covers. Adjust manhole rim and install concrete around lid.
- viii. Restoration of disturbed landscape and sodding, clearing and grubbing.

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

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Per section 287.138, Florida Statutes, Seminole County is prohibited from accepting bids, proposals, replies, or from entering into contract with any entity that is owned or controlled by a government of a Foreign Country of Concern or that is organized under or has its principal place of business in a Foreign Country of Concern. This prohibition also extends to renewals of existing contracts. In compliance with section 287.138, all vendors must attest to the following:

A. CONSULTANT/CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in its entity. Foreign Country of Concern include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

Under the penalties of perjury, I declare that I have read the foregoing **Foreign Country of Concern Attestation** and that the facts stated in it are true to the best of my knowledge and belief.

Confirmed

## PRICE TABLES

### SEMINOLE COUNTY OXFORD ROAD SIDEWALK & DRAINAGE BID TABULATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
101-1	MOBILIZATION	1	LS	\$389,108.95	\$389,108.95
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$407,257.54	\$407,257.54
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	21	ED	\$393.98	\$8,273.58
104-0-1	PREVENTION CONTROL AND ABATEMENT OF EROSION & WATER POLLUTION	1	LS	\$87,829.39	\$87,829.39
110-1-1	CLEARING AND GRUBBING	1	LS	\$199,579.68	\$199,579.68
110-4-10	REMOVAL OF EXISTING CONCRETE	3,374.1	SY	\$37.81	\$127,574.721

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
120-1	REGULAR EXCAVATION	378	CY	\$236.26	\$89,306.28
120-6	EMBANKMENT	76	CY	\$239.19	\$18,178.44
285-704	OPTIONAL BASE (BASE GROUP 04)(TYPE B-12.5 ONLY)	1,758	SY	\$47.40	\$83,329.20
285-713	OPTIONAL BASE (BASE GROUP 13)(TYPE B-12.5 ONLY)	714	SY	\$88.81	\$63,410.34
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1-1/2" AVG. DEPTH	3,884	SY	\$19.10	\$74,184.40
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	398.9	TN	\$461.04	\$183,908.856
425-1-341	INLETS (CURB TYPE P-4) (<10')	4	EA	\$8,313.89	\$33,255.56
425-1-351	INLETS, CURB, TYPE P-5, <10'	9	EA	\$7,893.06	\$71,037.54
425-1-361	INLETS, CURB, TYPE P-6, <10'	1	EA	\$8,317.57	\$8,317.57
425-1-441	INLETS (CURB TYPE J-4) (<10')	2	EA	\$14,415.57	\$28,831.14
425-1-521	INLETS (DT BOT TYPE C) (<10')	9	EA	\$6,225.73	\$56,031.57
425-1-711	INLETS, GUTTER, TYPE V, <10'	2	EA	\$8,147.77	\$16,295.54
425-2-41	MANHOLES, P-7, <10'	3	EA	\$7,394.70	\$22,184.10
425-2-43	MANHOLES, P-7, PARTIAL	1	EA	\$6,213.42	\$6,213.42
425-2-61	MANHOLES, P-8, (<10')	2	EA	\$7,554.67	\$15,109.34
425-2-63	MANHOLES, P-8, PARTIAL	1	EA	\$6,988.63	\$6,988.63

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
425-2-71	MANHOLES, J-7, <10'	3	EA	\$9,412.72	\$28,238.16
425-5	MANHOLE, ADJUST	1	EA	\$6,244.85	\$6,244.85
430-175-118-A	Concrete Pipe Culvert, S/CD, Class III, 18"	1,077	LF	\$221.77	\$238,846.29
430-175-130-A	Concrete Pipe Culvert, S/CD, Class III, 30"	16	LF	\$813.22	\$13,011.52
430-175-136-A	Concrete Pipe Culvert, S/CD, Class III, 36"	41	LF	\$511.64	\$20,977.24
430-175-218-A	Elliptical Concrete Pipe Culvert, S/CD, Class HE-III, 14"x 23"	200	LF	\$238.67	\$47,734.00
430-175-224-A	Elliptical Concrete Pipe Culvert, S/CD, Class HE-III, 19"x 30"	284	LF	\$273.26	\$77,605.84
430-175-242-A	Elliptical Concrete Pipe Culvert, S/CD, Class HE-III, 34"x 53"	186	LF	\$645.85	\$120,128.10
430-542-102	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 0 DEGREES, ELLIPTICAL	1	EA	\$32,119.95	\$32,119.95
430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	206	LF	\$189.37	\$39,010.22
430-964-1	PVC PIPE, 4 INCH	17	LF	\$172.36	\$2,930.12
430-964	PVC PIPE, 12 INCH	155	LF	\$92.64	\$14,359.20
436-1-1	TRENCH DRAIN, STANDARD	1,385	LF	\$363.25	\$503,101.25

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
520-1-8	Concrete Curb & Gutter (Miami)	2,819	LF	\$58.08	\$163,727.52
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	2,466	LF	\$64.42	\$158,859.72
520-3	CONCRETE VALLEY GUTTER	558	LF	\$97.17	\$54,220.86
522-1	CONCRETE SIDEWALK & DRIVEWAYS, 4" THICK	2,746.3	SY	\$100.39	\$275,701.057
522-2	CONCRETE SIDEWALK & DRIVEWAYS, 6" THICK	1,935.8	SY	\$121.08	\$234,386.664
524-1-29	CONCRETE DITCH PAVEMENT, 4", REINFORCED	7	SY	\$1,359.43	\$9,516.01
526-1-1	PAVERS, ARCHITECTURAL, ROADWAY	17.9	SY	\$1,227.04	\$21,964.016
527-2	DETECTABLE WARNINGS (PREFORMED THERMOPLASTIC)	401	SF	\$66.49	\$26,662.49
570-1-2	PERFORMANCE TURF (SOD)	4,287	SY	\$16.80	\$72,021.60
700-1-50	SINGLE POST SIGN, RELOCATE	7	AS	\$222.00	\$1,554.00
706-1-3	RAISED PAVEMENT MARKER, TYPE B	162	EA	\$95.00	\$15,390.00
711-11-121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	3,597	LF	\$0.80	\$2,877.60
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1,110	LF	\$5.94	\$6,593.40
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" STOP LINE AND CROSSWALK	49	LF	\$8.34	\$408.66
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	1	EA	\$230.00	\$230.00
711-11-221	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	3,597	LF	\$1.80	\$6,474.60

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	32	LF	\$7.20	\$230.40
999-4	COFFERDAM & DEWATERING	1	EA	\$40,731.07	\$40,731.07
<b>TOTAL</b>					<b>\$4,232,062.194</b>

**CITY OF CASSELBERRY - ENGLISH ESTATES WATER MAIN REPLACEMENT PHASE I**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>General</b>					
1	Postconstruction Audio-Video Documentation	1	LS	\$8,625.00	\$8,625.00
<b>Site/Civil Preparation and Roadway Restoration</b>					
2	Restore Limerock Roadway Base (6")	849	SY	\$87.24	\$74,066.76
3	Open Cut and Restore Asphalt Roadway	849	SY	\$68.62	\$58,258.38
4	Remove and Replace Concrete Sidewalk	1,057	SY	\$114.90	\$121,449.30
5	Remove and Replace Curbing and/or Curb and Gutter	353	LF	\$75.67	\$26,711.51
6	Mill and Resurface Roadway	6,812	SY	\$46.77	\$318,597.24
7	Remove and Replace Concrete Driveway	26	EA	\$5,280.30	\$137,287.80
8	Replace Brick Pavers (Reused)	4	EA	\$6,583.50	\$26,334.00
9	Remove and Replace Tree	4	EA	\$11,426.61	\$45,706.44

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	Construct Public Sidewalk ADA Ramp	1	EA	\$6,707.884	\$6,707.884
11	Adjust Manhole Rim and Replace Manhole Cover (ADA Compliant)	5	EA	\$6,632.45	\$33,162.25
<b>Phase I Water Mains Replacement</b>					
<b>Remove Existing Pipe</b>					
12	Remove and Haul Existing 6" PVC Piping	13	LF	\$223.19	\$2,901.47
13	Remove and Haul Existing 8" DIP Piping	19	LF	\$152.71	\$2,901.49
14	Remove and Haul Existing 3" AC Piping	1,043	LF	\$43.81	\$45,693.83
15	Remove and Haul Existing 4" AC Piping	84	LF	\$75.93	\$6,378.12
16	Remove and Haul Existing 6" AC Piping	1,631	LF	\$52.54	\$85,692.74
17	Remove and Haul Existing 8" AC Piping	3,274	LF	\$56.36	\$184,522.64
18	Remove and Haul Existing 2" GALV Piping	20	LF	\$19.97	\$399.40
19	Remove Existing Fire Hydrant	4	EA	\$1,508.24	\$6,032.96
<b>Grout Fill and Abandon Existing Pipe</b>					
20	Grout Fill and Abandon Existing 2" GALV Piping	117	LF	\$60.90	\$7,125.30
<b>Furnish and Install Water Mains and Valves</b>					
21	Furnish and Install 1" POLY Line	45	LF	\$160.11	\$7,204.95

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Furnish and Install 2" POLY Line	19	LF	\$200.00	\$3,800.00
23	Furnish and Install 4" PVC Water Main Fittings	11	LF	\$486.14	\$5,347.54
24	Furnish and Install 6" PVC Water Main Fittings	163	LF	\$117.16	\$19,097.08
25	Furnish and Install 8" PVC Water Main Fittings	160	LF	\$127.21	\$20,353.60
26	Furnish and Install 12" PVC Water Main Fittings	5,758	LF	\$112.22	\$646,162.76
27	Furnish and Install 6" Gate Valves	6	EA	\$1,907.53	\$11,445.18
28	Furnish and Install 8" Gate Valves	5	EA	\$2,672.95	\$13,364.75
29	Furnish and Install 12" Gate Valves	16	EA	\$4,562.46	\$72,999.36
30	Furnish and Install 2" Tapping Saddle and Tapping Valve	2	EA	\$5,741.08	\$11,482.16
31	Furnish and Install 4" Tapping Sleeve and Tapping Valve	2	EA	\$9,531.24	\$19,062.48
32	Furnish and Install 6" Tapping Sleeve and Tapping Valve	2	EA	\$11,376.99	\$22,753.98
33	Furnish and Install 8" Tapping Sleeve and Tapping Valve	5	EA	\$12,279.73	\$61,398.65
34	Furnish and Install 2" Line Stop and Cap	2	EA	\$6,383.93	\$12,767.86
35	Furnish and Install 4" Line Stop and Cap	2	EA	\$9,139.66	\$18,279.32
36	Furnish and Install 6" Line Stop and Cap	4	EA	\$13,141.69	\$52,566.76
37	Furnish and Install 8" Line Stop and Cap	7	EA	\$13,901.27	\$97,308.89

[MERCON CONSTRUCTION CO.] RESPONSE DOCUMENT REPORT  
 CC No. CC-5995-24/TAD  
 Oxford Road Drainage & Sidewalk Project

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
38	Furnish and Install 1-1/2" Double Water Service (long)	19	EA	\$4,905.29	\$93,200.51
39	Furnish and Install 1-1/2" Double Water Service (short)	3	EA	\$4,714.33	\$14,142.99
40	Furnish and Install 1" Water Service (long)	10	EA	\$5,021.87	\$50,218.70
41	Furnish and Install 1" Water Service (short)	12	EA	\$3,853.93	\$46,247.16
42	Furnish and Install Water Service Meter Box	50	EA	\$397.58	\$19,879.00
<b>Furnish and Install Fire Hydrants</b>					
43	Furnish and Install Fire Hydrant Assemblies	15	EA	\$9,733.34	\$146,000.10
<b>TOTAL</b>					<b>\$2,663,638.294</b>

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

**NOTICE TO BIDDERS:**

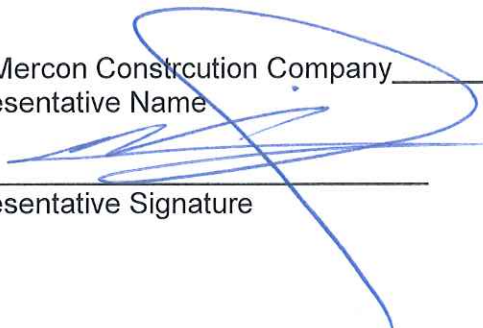
In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply 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>
Trench Box Slopes	LF	100	28	2800
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ 2800

Mercon Construction Company  
Representative Name

Mehrdad Moradi  
Bidder Name

  
Representative Signature

10/01/2024  
Date

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: Mercon Constcurtion Company

Signature: 

Printed Name: Mehrdad Moradi

Title: President

Date: 10/01/2024

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 1st day of October, 2024, by Mehrdad Moradi.

(name of person making statement)



  
Signature of Notary Public

Tammy M. McClain  
Print/Type/Stamp Commissioned Name of Notary Public

Personally Known  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.

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: \_\_\_\_\_





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.

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 # \_\_\_\_\_

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: \_\_\_\_\_

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**AUTHORIZED FIELD CHANGE (AFC)**

<b>FIELD ORDER NO.:</b>	
<b>AGREEMENT TITLE:</b>	
<b>CONTRACT NO.:</b>	
<b>CIP #:</b>	
<b>CONTRACTOR:</b>	
<b>ARCHITECT/ENGINEER:</b>	
<b>AGREEMENT DATE:</b>	
<b>CONTRACT DAY:</b>	_____ <b>OF</b> _____
<p>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.</p>	

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

**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.

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

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**

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 “ \_\_ ”

**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 “ \_\_ ”

**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 “ \_\_ ”

**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 “ \_\_ ”

**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 \_\_\_\_\_

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)

Agreement Name: Oxford Road and Drainage & Sidewalk Project

Agreement Number: CC-5995-24/TAD

**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-5995-24/TAD 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 10 First day of October, 2024.

Mercon Construction Company  
Consultant Name

By: [Signature]  
Print/Type Name: Mehrdad Moradi  
Title: President

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 10<sup>th</sup> day of October, 2024, by Mehrdad Moradi (Full Name of Affiant).



[Signature]  
Print/Type Name Tammy McClain  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 10/12/2024