

23. Award CC-1203-03/BJC – Continuing Contract for Painting Services and Miscellaneous Repairs to Angel-Brite Inc., Altamonte Springs (Not-to-Exceed \$100,000.00 per year).

CC-1203-03/BJC will provide for all labor, materials, equipment, coordination and incidentals necessary for miscellaneous repairs and painting services and related appurtenances for various jobs within Seminole County, including but not limited to, wall repairs or wall patching, wall painting, masking, metal door painting, metal or wood jamb painting, previously painted wood doors, finishing or refinishing stained or varnished doors, removal and installation of vinyl or fabric wall covering, ceiling painting, ceiling or wall texturing, wood trim painting, staining, varnishing or re-varnishing wood trim, shelving and floors as requested, scaffolding, high reaches or lifts as needed, and pressure washing on exterior projects if required. The work will be performed on an as needed basis.

This project was publicly advertised and the County received one (1) response. The submittal was reviewed for compliance with the Bid documents, terms and conditions and consideration was given to the firm's qualifications, experience and cost of the project.

This contract will be utilized county-wide and staff recommends award of the contract to Angel-Brite Inc., Altamonte Springs. The estimated annual usage of the contract is not-to-exceed \$100,000.00. The hourly rates were determined to be fair and reasonable based upon previous purchase orders.

Authorization for performance of services by the Contractor under this agreement shall be on an as needed basis. The contract term is for a three year base period with two one year option periods.

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

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

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

BID NUMBER: CC-1203-03/BJC
 BID TITLE: Continuing Contract for Painting Services and Miscellaneous Repairs
 OPENING DATE: February 26, 2003, 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1 Angel-Brite, Inc. 512 Mockingbird Lane Altamonte Springs, Florida 32714 (407) 862-4592 – Phone (407) 682-1758 – Fax Carl Andrade, President			
Hourly Rate – Standard working hours	\$18.66			
Hourly Rate – 2 men crew – Standard working hours	\$18.20			
Hourly Rate – 3 men crew – Standard working hours	\$17.66			
Hourly Rate – 3+ men crew – Standard working hours	\$17.20			
Hourly Rate – Non-Standard working hours	\$22.80			
Hourly Rate – 2 men crew – Non-Standard working hours	\$21.60			
Hourly Rate – 3 men crew – Non-Standard working hours	\$20.40			
Hourly Rate – 3+ men crew – Non-Standard working hours	\$20.00			
Markup for Materials	12%			

Posted: 2/27/2003

AGREEMENT (CC-1203-03/BJC)

CC-1203-03/BJC - Continuing Contract for miscellaneous painting services and repairs for various projects within Seminole County.

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

W I T N E S S E T H:

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

Section 2. Authorization for Services.

(a) Authorization for performance by the CONTRACTOR under this agreement shall be at the direction of the Facilities Maintenance Project Manager. Completion time for each project shall be determined by the Facilities Maintenance Project Manager. Each Work Order shall

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

Section 3. Term.

This Agreement shall take effect on the date of its execution by the COUNTY and shall remain in effect for a three (3) year period. This Agreement may be renewed, at the sole option of the Facilities Maintenance Project Manager with the consent of the COUNTY, which consent shall not unreasonably withheld, for two (2) additional one (1) year periods.

Section 4. Compensation.

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

(b) The compensation for all CONTRACTORS under CC-1203-03/BJC shall not exceed the sum of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) per year.

Section 5. Fee Compensation and Payment Procedures.

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

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

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

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

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

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

Section 8. Miscellaneous.

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

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

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

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

Section 9. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the

CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the Contract allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

For COUNTY:

Facilities Maintenance Division
205 County Home Road
Sanford, Florida 32773

For CONTRACTOR:

CONTRACTOR's Superintendent

Section 11. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would

violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10 (F).

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

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

Section 12. Material Breaches of Agreement.

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

(b) Upon a material breach of the Contract Documents related to life safety, as determined by COUNTY, the COUNTY shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a

reasonable time, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

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

ATTEST:

, Secretary

By: _____, President

(Corporate Seal)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

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

County Attorney

BJC

PERFORMANCE BOND

(10,000.00)

Seminole County Contract No. CC-1203-03/BJC

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ DOLLARS, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than ten thousand (\$10,000.00) and 00/100 dollars.

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the miscellaneous improvements to multiple County owned buildings. Work described in CC-1203-03/BJC.

Legal description of the property: **Multiple locations. Seminole County Buildings located in various locations within the County.**

General description of the Work: **All labor, materials, equipment, transportation, coordination dna incidentals necessary to perform miscellaneous paiting services and repairs throught the County on an as-needed basis.**

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Principal (Contractor)

By _____
(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

Title _____

Address _____

Witness to Principal

City/State/Zip _____

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)

Phone No. _____

(Corporate Seal)

Fax No. _____

Witness as to Surety

By _____
Attorney-in-fact

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

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

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

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



PAYMENT BOND

(\$10,000.00)

Seminole County Contract Number: **CC-1203-03/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter after called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

Surety's Telephone Number: _____

herein called Surety, are held and firmly bound unto _____
SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called
"COUNTY", in the sum of ten thousand DOLLARS, (\$10,000.00) in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, successors,
and assigns, jointly and severally, firmly by these presents.

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Agreement with the COUNTY, dated the _____ day of _____, 20____ for
Work described in **CC-1203-03/BJC**.

Legal description of the property: **Multiple locations. Seminole County Buildings located
in various locations within the County.**

General description of the Work: **All labor, materials, equipment, transportation,
coordination dna incidentals necessary to perform miscellaneous paiting services and
repairs throught the County on an as-needed basis.**

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

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

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

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

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

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

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

□

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

ATTEST:

Principal

By _____
(Principal) Secretary

By _____

Name _____
(Type)
(Corporate Seal)

Name _____
(Type)

Title _____

Address _____

City/State/Zip _____

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)

Phone No. _____

Fax No. _____

(Corporate Seal)

By _____
Attorney-in-fact

Witness as to Surety

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

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

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

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