

- 19. Retract approval of award of CC-1202-03/BJC – Bookertown, Midway and Winwood Sidewalk Construction Projects, to Brown Brothers Concrete, Inc. of Jacksonville (\$424,255.53) and award to C W B Contractors, Inc. of Bunnell (\$447,569.00).**

CC-1202-03/BJC – will provide for all labor, materials, equipment, coordination and incidentals necessary to construct approximately 1.20 miles of sidewalk in Midway, 1.20 miles of sidewalk in Bookertown, and 1.02 miles of sidewalk in Winwood, including but not limited to connecting existing sidewalks and driveways to proposed sidewalks and driveway aprons within the county right-of-way.

On April 8, 2003, the Board of County Commissioners awarded CC-1202-03/BJC to the lowest priced bidder, Brown Brothers Concrete, Inc. of Jacksonville, for \$424,255.53. Under the terms of the award, Brown Brothers had 10 days to provide the required bonds. The contract cannot be executed (signed) until the required bonds and insurance are in place. Despite numerous extensions by Purchasing and Contracts Staff, Brown Brothers Concrete, Inc. has been unable to provide the County with the required Performance and Payment Bonds. It now appears Brown Brothers have exhausted all of their options and are not in a position to provide the required bonds.

In order to continue this project Planning and Development/CDBG and Fiscal Services/Purchasing and Contracts Division recommend the Board retract the approval of award to Brown Brothers Concrete, Inc., in the amount of \$424,255.53 and instead award the contract to the second lowest, responsible, responsive bidder; C W B Contractors, Inc. of Bunnell for \$447,569.00.

Brown Brothers Concrete, Inc. will forfeit their Bid Security of \$21,212.78 which will offset most of the cost difference.

This is a budgeted project and funds are available in account number 110922-56063000 (Block Grant, Improvements Other than Building). Planning and Development/CDBG and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement 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.

DEPARTMENT OF FISCAL SERVICES
PURCHASING DIVISION



19

May 28, 2003

Keith Alexander Brown, President
Brown Brothers Concrete, Inc.
4151 Highway Avenue
Jacksonville, Florida 32254

Re: Bookertown, Midway, and Winwood Sidewalk Construction Project
(CC-1202-03/BJC)

Dear Mr. Brown:

Seminole County has been unable to award you the agreement for the above referenced project due to numerous delays in receiving your Performance and Payment Bonds.

According to the bid documents, Section 20. Signing of Agreement, 20.1 allowed fifteen (15) days from notice of award, in your case April 8, 2003, for delivery of a signed agreement with all required submittals, including bonds and insurance. 20.2 states failure to comply shall be just cause for annulment of the award and forfeiture of the Bid Security.

If I do not receive your bonds in compliance with the bid documents on or before Friday, June 6, 2003 by 2:00pm, I will be forced to annul your award and you will forfeit your Bid Security.

I look forward to your resolving this issue as quickly as possible.

Sincerely,

Tammy Cummings, CPPB
Contracts Analyst

c: Becky Heckters, Sr. Technician

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

BID NUMBER: CC-1202-03/BJC
 BID TITLE: Bookertown, Midway and Winwood
 Sidewalk Construction Project
 OPENING DATE: March 12, 2003, 2:00 P.M.

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

PAGE: 1 of 3

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Brown Brothers Concrete Inc. 4151 Highway Ave. Jacksonville, FL 32254 904 387-3464 ph 904 387-6499 fx Keith Brown, President	Bimini Grassing, Inc. aka C W B Contractors 2445 CR 2006 Bunnell, FL 32110 386 437-2918 ph 386 437-2756 fx Connie Baylor, Director	Gibbs & Register, Inc. 438 N. Dillard St. Winter Garden, FL 34787 407 654-6133 ph 407 654-6134 fx John W. Gibbs, President	GDR Engineering, Inc. 309 Alston Dr. Orlando, FL 32835 407 294-2149 ph 407 294-7979 fx B. Fred Gocool, PE President
TOTAL AMOUNT OF BID	\$424,255.53	\$447,569.00	452,000.00	\$476,330.00
Addenda (total of 2)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Posted: 03/13/2003

Recommendation of Award: ~~(BCC 4-8-2003) Brown Brothers Concrete, Inc.~~

Recommendation of Award: (BCC 6/24/03) C W B Contractors ,Inc.

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

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 Sidewalk Construction Project
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PAGE: 2 of 3

ITEM DESCRIPTION	Response 5	Response 6	Response 7	Response 8
	Central Florida Environmental 740 Fl. Central Pkwy. #2032 Longwood, FL 32750 407 834-6115 ph 407 834-6391 fx David E. Stallowy, President	Superior Asphalt of Cent. Fl. PO Box 1257 444 S. Rossiter St. Mt. Dora, FL 32756 352 383-2889 ph 352 383-6112 fx Howard H. Hewitt, President	APEC, Inc. 5748 Old Winter Garden Rd. Orlando, FL 32835 407 522-0530 ph 407 523-8332 fx Majid Fouladi, President	Cathcart Contracting Co. 1757 West Broadway St. #3 Oviedo, FL 32765 407 366-1022 ph 407 977-8349 fx John Cathcart, President
TOTAL AMOUNT OF BID	\$628,652.50	\$663,472.00	\$683,488.00	\$698,230.00
Addenda (total of 2)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

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

BID NUMBER: CC-1202-03/BJC
 BID TITLE: Bookertown, Midway and Winwood
 Sidewalk Construction Project
 OPENING DATE: March 12, 2003, 2:00 P.M.

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PAGE: 3 of 3

ITEM DESCRIPTION	Response 9	Response 10		
	P.L.A.N. Estimating Services 26 Coolidge Ct. Palm Coast, FL 32137 386 446-1875 ph 386 446-2363 fx Angela Gaaci, President	RKT Constructors, Inc. 5220 SW Ashington Ave. Titusville, FL 32780 321 267-2207 ph 321 267-2211 fx Robi Roberts, President		
TOTAL AMOUNT OF BID	757,775.00	\$895,120.00		
Addenda (total of 2)	Yes	No		
Bid Bond	Yes	Yes		
Trench Safety Act	Yes	Yes		
Bidder Information Form	Yes	Yes		
Experience of Bidder	Yes	Yes		
Non-Collusion Affidavit	Yes	Yes		
Certificate of Nonsegregated Facility	Yes	Yes		

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between Bimini Grassing, Inc., duly authorized to conduct business in the State of Florida, whose address is 2445 CR 8006, Bunnell, FL 32110, 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:

WITNESSETH:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CC-1202-03/BJC – BOOKERTOWN, MIDWAY, AND WINWOOD SIDEWALK CONSTRUCTION PROJECTS.

The Project for which the Work under the Contract Documents is a part is generally described as follows:

CC-1202-03/BJC – BOOKERTOWN, MIDWAY, AND WINDWOOD SIDEWALK CONSTRUCTION PROJECTS.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Ivey Harris & Walls, Inc., 631 South Orlando Avenue, Suite 200, Winter Park, Florida 32789.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean Ivey Harris & Walls, Inc., 631 South Orlando Avenue, Suite 200, Winter Park, Florida 32789.

Section 3. Contract Time.

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

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

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

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

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

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is 447,569.00 DOLLARS (\$_____) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any

unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

Section 5. Payment Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: *Eric Rusk* and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

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

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American with Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.

- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.

- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial)
- (v) CONTRACTOR's Waiver of Lien (Final and Complete)
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete)
- (x) Consent of Surety to Final Payment
- (y) Instructions to Bidders
- (z) Contractor's Insurance Requirements, Certificate and Insurance Policies

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

Section 9. Liquidated Damages.

- (a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer

financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

Section 10. Miscellaneous.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, 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.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:

Planning & Development, CDBG
Principal Coordinator
1101 E. 1st Street
Sanford, FL 32771

FOR CONTRACTOR:

CONTRACTOR's Superintendent
Bimini Grading, Inc.
2445 CR 2006
Bunnell, FL 32110

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10 (F).

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

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

Section 14. Material Breaches of Agreement.

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

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

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

ATTEST:

, Secretary

(Corporate Seal)

ATTEST:

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

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

County Attorney

Bimini Shading, Inc.

By: Clinton Taylor, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____, Chairman

Date: _____

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