

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**ADD-ON**

**SUBJECT:** Contracts and Bids

**DEPARTMENT:** Fiscal Services      **DIVISION:** Purchasing and Contracts Division

**AUTHORIZED BY:** Ray Hooper      **CONTACT:** Ray Hooper      **EXT.** 7111

<b>Agenda Date</b> <u>9/9/03</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
--

**MOTION/RECOMMENDATION:**

**BACKGROUND:**

**REQUEST FOR PROPOSALS**

- 9A. Award BID-293-03/GMG – Cleaning and Caulking of Exterior of County Courthouse and Annex Buildings to AFP/A Fusion Painting, Inc., Miami (\$110,940.00)

BID-293-03/GMG will provide for the pressure cleaning and caulking of the exterior of the County Courthouse and Annex buildings

<b>Reviewed by:</b> Co Atty: <u></u> DFS: _____ Other: _____ DCM: <u></u> CM: _____  File No. <u>CFSP00</u>
--

This project was publicly advertised and the County received five (5) submittals. The Review Committee which consisted of Speed Thomas, Facilities Manager; Dennis Brown, Facilities Coordinator and Rafael Fernández, Facilities Project Coordinator, evaluated the responses. Consideration was given to the firm's responsibility and the proposed price for the required services.

The Review Committee recommends the award of the project to the lowest responsive, responsible Bidder, AFP/A Fusion Painting, Inc., Miami, in the amount of \$110,940.00 including Alternate #1 for the sealing of the Courthouse.

All work shall be completed within one hundred twenty (120) days from the Notice-to-Proceed issued by the County.

This is a budgeted project and funds are available in account numbers 010560-53031000 (Facilities Maintenance, Professional Services) and 031100-59099998 (County Ct Facility Fees, Reserve for Contingencies). Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend the Board to award 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.

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

BID NUMBER: Bid-293-03/GMG  
 BID TITLE: Cleaning and Caulking of Exterior of County Courthouse and Annex Buildings  
 OPENING DATE: August 29, 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 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4	Response 5
TOTAL AMOUNT OF BID FOR ALL WORK	AFP / A Fusion Painting, Inc. 13366 SW 128 <sup>th</sup> Street Miami, Florida 33186  (305) 228-6918 – Phone (305) 228-6530 – Fax Sergio Lazo	VIP Painting, Inc. 11540 Wiles Road, #5 Coral Springs, Florida 33076  (954) 344-4413 – Phone (954) 344-4452 – Fax Alex Caldwell	Greg Brown Painting Co. 521 Midland Avenue Apopka, Florida 32703  (407) 814-9404 – Phone  Gregory A. Brown	Moss Waterproofing & Painting Co., Inc. 3500 Aloma Avenue, #W21 Winter Park, Florida 32792  (407) 671-5080 – Phone (407) 671-9678 – Fax David Madden	A1 Orange Cleaning Services Co., Inc. PO Box 555704 Orlando, Florida 32855  (407) 422-1040 – Phone (407) 849-0060 – Fax Vickie C. Wagner
Addenda (total of 2)	2 of 2	0 of 2	1 of 2	2 of 2	2 of 2

Tabulated by: Betsy J. Cohen  
 Posted: 8/29/2003 (3:40PM)

**RENOVATION SERVICES AGREEMENT (BID-293-03/BJC)**

**THIS AGREEMENT,** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **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 referred to as "OWNER", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

**W I T N E S S E T H:**

**WHEREAS,** the OWNER desires to retain the services of a competent and qualified CONTRACTOR to perform renovation services; and

**WHEREAS,** CONTRACTOR has certified that it is competent and qualified and desires to undertake the work according to the terms and conditions stated herein,

**NOW, THEREFORE,** in consideration of the mutual understandings and agreements set forth herein, the OWNER and CONTRACTOR agree as follows:

**SECTION I. SCOPE OF WORK.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work shall be generally described as follows:

BID-293-03/BJC - Sealing of the Exterior of the Central Transfer Station.

**SECTION 2. COMMENCEMENT AND COMPLETION OF WORK**

(a) All time limits stated in the Contract Documents are of the essence of the Contract. The CONTRACTOR shall expedite the Work and achieve final completion within the contract time.

(b) The CONTRACTOR shall prosecute the work with faithfulness and diligence and shall complete the Work not later than \_\_\_\_\_ calendar days from execution of this Agreement by the parties.

**SECTION 3. THE CONTRACT SUM.** The OWNER agrees to pay the CONTRACTOR the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for all Work provided hereunder by the CONTRACTOR. The above Contract Sum may only be increased or decreased by properly authorized Change Orders as provided in the Contract Documents.

**SECTION 4. FINAL PAYMENT.** Subsequent to submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, subcontractor's material bills and other costs incurred by the CONTRACTOR in connection with the Work have been paid in full, and also, after all warranties and guarantees that may be required by the Contract Documents have been furnished and are found acceptable by the OWNER. Final Payment on account of this Contract shall be made within THIRTY (30) days after completion of all Work by CONTRACTOR, certification and approval of Final Payment by the Project Coordinator, and acceptance of such work by the OWNER.

**SECTION 5. CONTRACTOR'S REPRESENTATIONS.** To induce the OWNER to enter this Contract, the CONTRACTOR makes the following representations and assumes full responsibility therefore:

(a) The CONTRACTOR declares that he has read and carefully considered all Contract Documents and that he understands them and agrees to their sufficiency for the Work.

(b) The CONTRACTOR declares that he has researched and understands all applicable federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

**SECTION 6. CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, incorporated herein as if fully set forth, and consist of the following:

- (a) Contract,
- (b) Scope of Services.

**SECTION 7. ORDER OF PRECEDENCE.**

(a) The contract Documents, are to be considered as one, and whatever is called for by any one of the Contract Documents shall be as binding as if called for by all. In the event of inconsistencies or ambiguities, the Contract Documents shall be controlling in the following order of precedence:

- (1) Agreement and Scope of Services,
- (2) Modifications, Amendments, Addenda, Change Orders.

(b) Any inconsistency or ambiguity in the Contract Documents shall be resolved by the OWNER based on the above order of precedence and the OWNER's decision shall be final and binding upon all parties.

**SECTION 8. TERMINATION.**

(a) The OWNER may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the OWNER's convenience or because of the failure of the CONTRACTOR to fulfill his Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all Work affected unless the notice directs otherwise.

(b) If the termination is for the convenience of the OWNER, the CONTRACTOR shall be paid for its compensation for work performed to the date of termination based on the percentage of work completed. The OWNER shall not be obligated to pay for any work performed by CONTRACTOR after notice of termination has been given.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the OWNER may take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and may finish the Work by

whatever method the OWNER may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. The CONTRACTOR shall be liable to the OWNER for reasonable additional costs occasioned to the OWNER thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this section.

(e) The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 9. INDEMNIFICATION.** The CONTRACTOR agrees to hold harmless, indemnify the OWNER, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of work hereunder by the CONTRACTOR, its officers, agents, servants or employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the OWNER to the CONTRACTOR, then TWO HUNDRED AND 50/100 DOLLARS (\$250.00) of the compensation set forth in Section 3 of this Agreement shall be deemed to be such specific consideration. The CONTRACTOR acknowledges the adequacy and sufficiency of said specific consideration.

**SECTION 10. INSURANCE.**

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the OWNER with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Comprehensive General Liability, Property Damage, Business Vehicle, Builder's All Risk, and Installation Floaters). The OWNER, its officials, officers, and employees shall be named insured. The Certificate of Insurance shall provide that the OWNER shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the OWNER with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Contract and that the insurance is in full compliance with the requirements of the Contract. Provide further, that in lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the OWNER submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Contract and that the insurance is in full compliance with the requirements of the Contract.

(3) In addition to providing the Certificate of Insurance, if required by the OWNER, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the OWNER with a certified copy of

each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the OWNER nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for liability, damages and accidents.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Contract must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any circumstance, immediately notify the OWNER and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the

OWNER the CONTRACTOR shall be deemed to be in default of this Contract.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Contract, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Contract completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Comprehensive General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Comprehensive General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The CONTRACTOR shall maintain separate limits of coverage applicable only to the work performed under this Contract. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be:

	<u>LIMITS</u>
General Aggregate	\$300,000.00
Personal & Advertising	\$300,000.00
Products/Completed Operations	\$300,000.00

The CONTRACTOR shall continue to maintain Products/Completed Operations coverage for a period of three (3) years after the Contract completion date. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 0037), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.

(3) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form

CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Contract shall apply on a primary basis and any other insurance or self-insurance maintained by the OWNER or the OWNER's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The insurance policies required by this Contract shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions

of this Contract.

**SECTION 11. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**SECTION 12. SUBCONTRACTORS.** In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors in connection with services specified in this Agreement, CONTRACTOR must secure the prior written approval of the OWNER.

**SECTION 13. INDEPENDENT CONTRACTOR.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONTRACTOR to the OWNER is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR an employee of the OWNER, and the CONTRACTOR shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

**SECTION 14. EMPLOYEE STATUS.** Persons employed by the CONTRACTOR in the performance of work pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the OWNER's officers and employees either by operation of law or by the OWNER.

**SECTION 15. WORK NOT PROVIDED FOR.** No claim for work furnished by the CONTRACTOR not specifically provided for herein shall be honored by the OWNER.

**SECTION 16. NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For OWNER:**

Seminole County Facilities Maintenance  
200 W. County Home Rd.  
Sanford, FL 32773

**For CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**SECTION 17. AMENDMENTS.** OWNER or CONTRACTOR may requests amendments that would increase, decrease, change or clarify any of the provisions of this Agreement. Such changes must be authorized by OWNER in writing and duly signed by the parties.

**SECTION 18. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 19. RECORDS AND AUDITS.**

(a) CONTRACTOR shall maintain in his place of business all books, documents, papers, and other evidences pertaining to work performed under this Agreement. CONTRACTOR shall maintain detailed time records of all per hour work performed under the terms of this Agreement. Time records shall clearly set forth in an organized and legible manner sufficient of post-audit and pre-audit by date, and the type of work performed with specificity.

(b) Such records shall be available at CONTRACTOR's place of business at all reasonable times during the terms of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection by the OWNER or other duly authorized representatives.

**SECTION 20. PUBLIC ENTITY CRIMES.** The CONTRACTOR warrants that it has not violated any state or federal law with respect to the transaction of business with any public entity. The CONTRACTOR shall, prior to execution of this Agreement, file a sworn statement with the OWNER of whether the CONTRACTOR, or an affiliate of the CONTRACTOR, has been convicted of a public entity crime. If the CONTRACTOR requests approval of subcontractors, the CONTRACTOR shall, prior to approval of the subcontractor by the OWNER, require the subcontractor, to file a sworn statement with the OWNER of whether the subcontractor, or an affiliate of the subcontractor, has been convicted of a public entity crime. For the violation or breach of this provision, the OWNER shall have the right to terminate this Agreement at its sole discretion, without further liability to CONTRACTOR.

**SECTION 21. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida.

**SECTION 22. 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date first above written in one (1) counterpart, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
By: \_\_\_\_\_, President

(Corporate Seal)

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

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
BETSY COHEN, Purchasing  
Supervisor

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

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

As authorized by Section 220.14,  
Purchasing Code, Seminole County  
Code.

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

AC/lpk  
8/15/03  
bd-293

Attachment:  
Exhibit "A" - Scope of Services