

**16. Award CC-1188-02/BJC – Continuing Contracts for Miscellaneous Roof Repairs and Roof Inspection Reports to Sunshine Roofing & Consulting, Inc., Orlando and The Roofing Connection, Inc., Casselberry (Not-to-exceed \$200,000/year).**

CC-1188-02/BJC will provide for all labor, materials, equipment, coordination, and incidentals necessary for roof repairs, reports and related appurtenances. The work will be on an as needed basis.

A time and materials contract will be utilized to procure these services. The time and materials contract provide for the acquisition of services based on direct labor hours and materials. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. Materials are paid generally at cost, including, if appropriate, material handling costs. The fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, profit, transportation of material to the project site, tools and related items, costs associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc., and clean up.

This project was publicly advertised and the County received six (6) responses. Advanced Roofing, Inc., Ft. Lauderdale withdrew his submittal. The Review Committee, which consisted of Rafael Fernandez, Facilities Maintenance Division; Mark Geving, Facilities Maintenance Division and Speed Thomas, Facilities Maintenance Division Manager evaluated the submittals. Consideration was given to the firm's qualifications, experience, personnel, response time, and proposed hourly rate for various categories.

The Review Committee recommends award of the Contracts to Sunshine Roofing & Consulting, Inc., Orlando, and The Roofing Connection, Inc., Casselberry in the not-to-exceed amount of \$200,000.00 per year for both Contractors.

This is a budgeted project and funds are available in account number 010560-53046000 (Facilities Maintenance, Maintenance and Repairs). Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the Agreements 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: FC-1188-02/BJC  
 BID TITLE: CONTINUING CONTRACT FOR MISCELLANEOUS ROOF  
 REPAIRS AND ROOF INSPECTION REPORTS  
 OPENING DATE: AUGUST 28, 2002, 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

Response 1	Response 2	Response 3	Response 4	Response 5
Advanced Roofing, Inc. 4345 NE 12 Terrace Ft. Lauderdale, Florida 33334  (954) 522-6868 – Phone (954) 566-2967 – Fax Robert P. Kornahrens	General Works, LLC P.O. Box 740708 123 N. Industrial Drive Orange City, FL 32774-0708  (386) 775-6320 – Phone (386) 775-1585 – Fax Melinda E. Cutrona  <i>Exceptions to the Standard            Agreement – More details in            submittal – Pending for approval</i>	Hartford South, LLC P.O. Box 593515 Orlando, Florida 32859-3515  (407) 857-9392 – Phone (407) 859-2740 – Fax Jay A. Rintelmann	Quality Roofing of Florida, Inc. 6601 North 50 <sup>th</sup> Street Tampa, Florida 33610  (813) 620-4797 – Phone (813) 626-1756 – Fax Richard C. Jenkins	Sunshine Roofing & Consulting, Inc. P.O. Box 3829 Orlando, Florida 32802  (407) 660-8552 – Phone (407) 660-8012 – Fax Jeff Dille
Response 6				
The Roofing Connection, Inc. 1251 Seminole Boulevard, Suite 100 Casselberry, FL 32707  (407) 696-7663 – Phone (407) 696-7199 – Fax C. Ed Wallick  <i>Pending approval of Bid Bond</i>				

**RECOMMENDATION:** (1) Sunshine Roofing & Consulting, Inc. and (2) The Roofing Connection, Inc. (posted 9/27/2002)  
**BCC for award:** 10/22/2002

**Overall Evaluation Analysis:**

The bid will be awarded based on cumulative Point Score of 100%.

**Section I – Bid Price Award – Maximum 60 Points****Section II – General Project Experience – Maximum 25 points**

Each contractor shall submit a list of 5 projects, along with a contract administrator name and number. These will be considered general references and these projects can be anywhere in Central Florida (Polk, Osceola, Orange, Seminole, Volusia, Lake and Brevard Counties).

Excellent = 5 points

Good = 3 points

Marginal = 1 point

**Section III – Qualifications of key personnel and firm – Maximum 15 points**

Each contractor will submit an organizational chart and list of personnel available for this project. Consideration will be given to the experience of key personnel.

Excellent= 15 points

Good = 8 points

Marginal = 1 point

**AGREEMENT (CC-1188-02/BJC)**

**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. Work.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and as directed by the Facilities Maintenance Project Manager. The Work is generally described as follows:

**CC-1188-02/BJC - Continuing Contract for Miscellaneous Roof Repairs and Inspection Reports for various projects within Seminole County.**

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

**CC-1188-02/BJC - Continuing Contract for Miscellaneous Roof Repairs and Inspection Reports for various projects within Seminole County.**

**Section 2. Contract Time.**

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

(b) 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.

(c) The parties acknowledge that the Contract Time for each project will include consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

### **Section 3. Term.**

This Agreement shall take effect on the date of its execution by the COUNTY and shall remain in effect for a two (2) 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. Contract Price.**

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Price Schedule (Exhibit A).

(b) CONTRACTOR agrees to accept the Price Schedule 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; 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 terms and conditions of the Contract Documents.

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

(1) 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. Fee Compensation and Payment Procedures.**

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

(b) Compensation: A Time and Materials Contract were utilized to procure these services. The time and materials contract provides for the acquisition of services based on direct labor hours and materials. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. Materials are paid generally at cost, including, if appropriate, material handling costs. The fixed hourly

rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items
- Costs associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc.
- Clean up

Contractor will provide the County with copy of the invoice for materials with the Application for Payment. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this agreement based on the Labor Schedule attached as Exhibit A and for the cost of the materials as approved by the Project Manager. This agreement shall not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for the entire project, per year. Payment shall be made to CONTRACTOR when requested as work progresses for services furnished but no more than once monthly.

**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, 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, performed necessary observations, examinations, of the conditions of the Work and site that may affect cost, or any aspect of performance of the Work and that its Bid reflects all such conditions.

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

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

(e) 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 one (1) year 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 one (1) year 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 one (1) year repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Workmanship Bond.

(f) CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits 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.

**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) Workmanship Bond.
- (g) General Terms and Conditions.
- (h) Change Orders.
- (i) Instructions To Bidders
- (j) 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 original Contract Price 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

(Corporate Seal)

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

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

**PERFORMANCE BOND**

(25,000.00)

Seminole County Contract No. **CC-1188-02/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 twenty-five thousand (\$25,000.00) 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-1188-02/BJC.

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

General description of the Work: **Miscellaneous roof repairs and inspection reports 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)  
(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)  
(Corporate Seal)

Phone No. \_\_\_\_\_

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-Authority appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**PAYMENT BOND**

(\$25,000.00)

Seminole County Contract Number: **CC-1188-02/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 twenty-five thousand DOLLARS, (\$25,000.00) 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-1188-02/BJC.

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

General description of the Work: **Miscellaneous roof repairs and inspection reports 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

Name \_\_\_\_\_  
(Type)

(Corporate Seal)

\_\_\_\_\_  
Surety

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

\_\_\_\_\_  
Witness as to Surety

Name \_\_\_\_\_  
(Type)

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.

**WORKMANSHIP BOND**  
**(\$25,000.00)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** \_\_\_\_\_, hereinafter referred to a "Principal" and \_\_\_\_\_, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of twenty five thousand (\$25,000.00) and 00/100 dollars for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1188-02/BJC and as ssisgned by Work Orders and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated \_\_\_\_\_, 20\_\_\_\_, and filed with the Purchasing Division of Seminole County; and

**WHEREAS**, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of one (1) year from the date of Completion of each Work Order.

**NOW THEREFORE**, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of one (1) year from the date of Completion of each Work Order, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

**IN WITNESS WHEREOF**, the Principal and the Surety have executed this Bond this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Address: \_\_\_\_\_

\_\_\_\_\_  
Principal (SEAL)

Principal

By: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

ATTEST: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

Address: \_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

Surety

By: \_\_\_\_\_  
Its Attorney-in-Fact

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Note:** If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.