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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Construction Contract: CC-2583-07/DRS - Seminole County Health Department Specialty Clinic Renovation Project

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** David Santiago

**EXT:** 7106

**MOTION/RECOMMENDATION:**

Award CC-2583-07/DRS - Seminole County Health Department Specialty Clinic Renovation Project in the amount of \$235,000.00 to Southern Building Services, Winter Garden, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the interior renovation of the Seminole County Health Department Specialty Clinic.

County-wide

Ray Hooper

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**BACKGROUND:**

CC-2583-07/DRS will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the interior renovation of the Seminole County Health Department Specialty Clinic.

The project was publicly advertised and the County received nine (9) responses. The Review Committee consisting of Scott Werley, Construction Manager, Facilities Management; Rafael Fernandez, Project Manager I, Facilities Management; and Reinaldo Perez, Administrative Services Director II, Seminole County Health Department, evaluated the responses. Consideration was given to the bid price, qualifications, and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Southern Building Services, in the amount of \$235,000.00 for the base bid. The completion time for this project is ninety-five (95) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in account line 010560.560650 (Facilities Management/Construction in Progress); CIP No. 00234802 (Renovation Health Department-Airport).

**STAFF RECOMMENDATION:**

Staff recommends that the Board award CC-2583-07/DRS - Seminole County Health Department Specialty Clinic Renovation Project in the amount of \$235,000.00 to Southern Building Services, Winter Garden, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the interior renovation of the Seminole County Health Department Specialty Clinic.

**ATTACHMENTS:**

1. CC-2583-07/DRS Tabulation Sheet
2. CC-2583-07\_DRS Award Agreement to Southern Building Services

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

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

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

BID NUMBER: CC-2583-07/DRS

BID TITLE: Seminole County Heath Department STD Clinic Renovation Project

OPENING DATE: October 31, 2007, 2:00 P.M.

PAGE: 1 of 3

ITEM DESCRIPTION	Response 1	Response 2	Response 3
		Southern Building Services, Inc. 1165 E. Plant Street, Ste 9 Winter Garden, Florida 34787  Mr. Jeffrey L. Sherron, President (407) 877-1108 Phone (407) 877-7188 Fax	Fredricks Construction, Inc. 1985 Red Cedar Circle South Daytona, Florida 32119  Ms. Cindy Fredricks, President (386) 322-8784 Phone (386) 322-8784 Fax
<b>Total Bid Price</b>	<b>\$235,000.00</b>	<b>\$247,915.00</b>	<b>\$254,520.00</b>
Bid Form/Acknowledgement of Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act Form	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-free Workplace Form	Yes	Yes	Yes
Americans with Disabilities Act Form	Yes	Yes	Yes

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

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BID NUMBER: CC-2583-07/DRS

BID TITLE: Seminole County Heath Department STD Clinic Renovation Project

OPENING DATE: October 31, 2007, 2:00 P.M.

PAGE: 2 of 3

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	Yovaish Construction Services, Inc. 1490 Gene Street Winter Park, Florida 32789	Ovation Construction Company 786 S. Lake Claire Circus Oviedo, Florida 32762	Peak Contracting, Inc. 1050 B. West King Street Cocoa, Florida 32924-3068
	Mr. David V. Yovaish, President (407) 774-5995 Phone (407) 774-7041 Fax	Mr. Bertin J. Karpinski, Jr., President (407) 722-4161 Phone (866) 431-6032 Fax	Mr. James Roberts, Jr., President (321) 633-4788 Phone (321) 633-4657 Fax
<b>Total Bid Price</b>	<b>\$269,000.00</b>	<b>\$280,000.00</b>	<b>\$299,435.00</b>
Bid Form/Acknowledgement of Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act Form	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-free Workplace Form	Yes	Yes	Yes
Americans with Disabilities Act Form	Yes	Yes	Yes

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

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

BID NUMBER: CC-2583-07/DRS

BID TITLE: Seminole County Heath Department STD Clinic Renovation Project

OPENING DATE: October 31, 2007, 2:00 P.M.

PAGE: 3 of 3

ITEM DESCRIPTION	Response 7	Response 8	Response 9
<b>Total Bid Price</b>	<b>\$304,500.00</b>	<b>Non-Responsive *</b>	<b>\$425,310.00</b>
Bid Form/Acknowledgement of Addenda	Yes	Yes	Yes
Bid Bond	Yes	No	Yes
Trench Safety Act Form	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-free Workplace Form	Yes	Yes	Yes
Americans with Disabilities Act Form	Yes	Yes	Yes

Opened and Tabulated by: David R. Santiago, CPPB

Posted: November 1, 2007 at 5:00 p.m.

Recommendation of Award: Southern Building Services (November 7, 2007)

BCC award date: December 11, 2007

\* No Bid Bond submitted.

**CONSTRUCTION SERVICES AGREEMENT  
SEMINOLE COUNTY HEALTH DEPARTMENT STD CLINIC RENOVATION  
(CC-2583-07/DRS)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SOUTHERN BUILDING SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1165 East Plant Street, Suite 9, Winter Garden, Florida 34787, hereinafter called "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 "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 Exhibit A attached hereto and in the Contract Documents. The Work is generally described as Seminole County Health Department STD Clinic Renovation.

The Project for which the Work under the Contract Documents is a part is generally described as Seminole County Health Department STD Clinic Renovation.

**SECTION 2. ENGINEER.**

(a) Engineer of Record as named in the Contract Documents shall mean Vision IV Architecture, LLC, whose address is 1401 West Colonial Drive, Orlando, Florida 32804.

(b) The Project Manager shall be Rafael Fernandez, Project Coordinator, Administrative Services Department, Fleet and Facilities

Division.

**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 EIGHTY (80) 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 FIFTEEN (15) 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 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). CONTRACTOR's total compensation is TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$235,000.00) 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) 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) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that 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) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of 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) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided 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, 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 31<sup>st</sup> day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following 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) If CONTRACTOR is behind schedule and it is anticipated by

COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection 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, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

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

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



(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; 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 it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

(h) CONTRACTOR declares and agrees that 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. CONTRACTOR acknowledges that the above two (2) 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 two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be BRUCE BAHNSEN, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after 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 it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(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 ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. 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 CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes

temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

**SECTION 8. CONTRACT DOCUMENTS.**

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;

- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) 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) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that 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 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 NO/100 DOLLARS (\$250.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, 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 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. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), 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 itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION.** In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

**SECTION 12. 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 be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Rafael Fernandez, Project Coordinator  
Administrative Services/Facilities  
200 West County Home Road  
Sanford, FL 32773

**COPIES TO:**

Mark A. Kaiser, AIA  
Vision IV Architecture  
1401 West Colonial Drive  
Orlando, FL 32804

**For CONTRACTOR:**

Southern Building Services, Inc.  
1165 East Plant Street, Suite 9  
Witner Garden, Florida 34787

**SECTION 13. CONFLICT OF INTEREST.**

(a) 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 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) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in *Section* 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of 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, CONTRACTOR hereby agrees that monies received from 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 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.



**(End of Agreement - Signature Page Follows)**

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

ATTEST:

SOUTHERN BUILDING SERVICES, INC.

\_\_\_\_\_  
GABRIELE SHERRON, Secretary

By: \_\_\_\_\_  
JEFFREY L. SHERRON, President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
 BRENDA CAREY, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

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

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form and Addenda Acknowledgment
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

AEC:jjr:sjs

11/08/2007, 11/26/07

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**EXHIBIT A**  
**SECTION 01110**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. The Project consists of the tenant improvement of approximately 2889 square feet of interior space. Located at the Seminole County Health department, Sanford, Florida.
- B. Contract Documents, dated August 24, 2007 were prepared by Vision IV Architecture, 1401 West Colonial Drive, Orlando, Florida, 32804.
- C. The Work consists of all items as indicated within the Contract Documents and those items of construction not indicated but normal and necessary and usual in the construction industry for construction of a building project.

**1.2 CONTRACTS**

- A. Contract Type: Single Prime

**1.3 ADMINISTRATIVE RESPONSIBILITIES**

- A. Maintain the Construction Schedule throughout Work.
- B. Contract Documents are not divided in any way to assume any division of labor. Examine all Contract Documents to avoid omissions or duplications.
- C. Understand conditions relating to the construction of the Project and the employment of necessary labor. Failure to do so will not relieve the obligation to provide all material and labor required to carry out the provisions of the Contract.

**1.4 CONTRACTOR USE OF PREMISES**

- A. Limit use of premises to construction activities in areas indicated or as directed by the Owner.
  - 1. Do not disturb portions of the site beyond the areas which Work is indicated.
  - 2. Allow for Owner occupancy and use by the public.
  - 3. Existing systems shall remain in operation during the construction period.
  - 4. Schedule and coordinate all times of interrupted utility service, shut downs, and disruptions to public services with the Owner's Representative 72 hours in advance.
  - 5. Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - 6. Coordinate appropriate time for delivery and removal of demolished and discarded materials with the Owner.
  - 7. Staging areas and location of field offices shall be as directed by the Owner.
  - 8. Site Restoration: Restore site areas damaged or altered during construction to original or better condition.
- B. Move stored products that interfere with operation of the Owner.

- C. Obtain and pay for the use of additional storage of work areas needed for operation.
- D. The Owner reserves the right to access the Site during the Construction Period.
- E. Use of the Existing Building: Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
  - 1. The Owner will designate an elevator and a set of restrooms for use during construction.

#### 1.5 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.
  - 1. Unless otherwise directed by the Owner, work shall be scheduled between the hours of 7:00 AM until 4:00 PM each day.

#### 1.6 TAXES

- A. Taxes which are legally enacted at the time bids are received, whether or not effective, shall be paid by the contractor.

#### 1.7 PERMITS, FEES, AND NOTICES

- A. Secure the general building permit. Secure other permits, governmental fees, and licenses necessary for the execution and completion of the Work. Fees to relocate utilities on Owner's property shall be included in the bid.
- B. Coordinate utility tie-ins with local utility company and other involved parties for minimum interruption of service.
- C. Coordinate inspections of installed with governing authorities. Leave Work uncovered until approved.
- D. Give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of the Work. If the Contract Documents are at variance, notify the Architect in writing. Necessary changes will be adjusted by appropriate notification. If Work is performed while knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Architect, the portion of Work in question shall be corrected at no additional cost to the Project.

#### 1.8 LABOR AND MATERIALS

- A. Provide labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated.
- B. Enforce strict discipline and good working order among employees or other persons carrying out Work of this Contract. Do not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.

#### 1.9 PROJECT COORDINATION

- A. Provide full-time, on-site supervision including a Superintendent to coordinate all aspects of the Work through final completion.
  - 1. Designate a Safety and Health Representative to administer the Safety and Health Program.
- B. Coordinate the performance of subcontractors in the utilization of the site, as well as in the actual performance of their contractual obligations.
- C. Verify all dimensions shown on the Drawings and obtain all measurements required for execution of Work.
- D. Special and Other Equipment
  - 1. Copies of Equipment Specifications and Drawings shall be made available to all trades for information by which they shall determine the amount of Work to be done.
  - 2. As the Project nears completion, certain rooms may be made ready to accept the equipment intended for them.
  - 3. Cooperate with the suppliers' installation personnel by providing unobstructed areas in which they may assemble and install equipment. These areas shall be adequately heated and lighted with temporary or permanent power available for tools or testing purposes.
- E. Temporary Omission of Work: If any materials and finishes are of such nature that it is necessary to temporarily omit certain portions of work (as illustrated in the Contract Documents) in order to make final installation, omit such parts or finish as necessary until other work or materials have been installed. Coordinate omitted parts of work prior to Substantial Completion.

#### 1.10 PROJECT SECURITY

- A. Develop a security program, specifically oriented for protection and preventing damage, injury, or loss to the Project, other property at the Site, and adjacent properties. Program shall be acceptable to the Owner and shall remain in effect through Substantial Completion of the Project.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Permit Posting Board: Provide a permit posting board with weatherproof cover for posting all permits and other information requested by the Owner. Coordinate size and location with Owner's Representative.

### PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01110

# Exhibit "B"

## BID FORM

### SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: CC-2583-07/DRS – Seminole County Health Department STD Clinic Renovation Project

Name of Bidder: Southern Building Services, Inc.

Mailing Address: 1165 E. Plant Street, Suite 9

Street Address: 1165 E. Plant Street, Suite 9

City/State/Zip: Winter Garden, FL 34787

Phone Number: ( 407 ) 877-1108

FAX Number: ( 407 ) 877-7188

Email Address: jsherron@southernbuildingservices.com

Contractor License Number: CGC060685

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 6, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)).**

**BID FORM**

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: 235,000.00  
Numbers  
two hundred thirty five thousand

(IN WORDS)

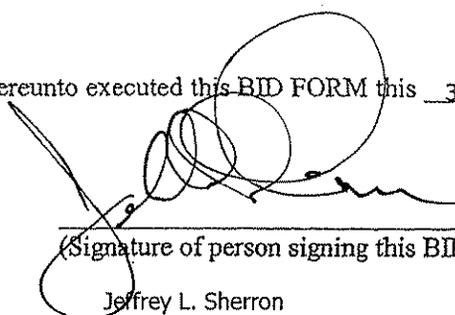
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

**The Bidder acknowledges the receipt, execution, and return of the following forms:**

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms (Including W-9)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug-free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 31st day of October, 2007.

Southern Building Services, Inc.  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

Jeffrey L. Sherron  
(Printed name of person signing this BID FORM)

President  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidder's Bond  
(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>SOUTHERN BUILDING SERVICES, INC</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>1165 E PLANT ST., STE 9</b>	Requester's name and address (optional)
City, state, and ZIP code <b>WINTER GARDEN, FL 34787</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
5	9	3	5	6	2	4	1	4

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person	Date <b>Oct 31, 2007</b>
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

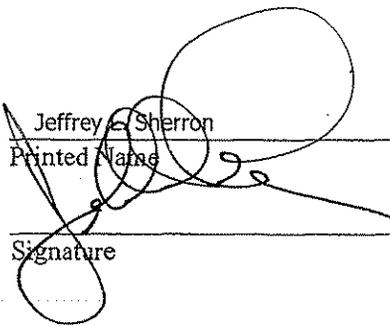
# Exhibit "C"

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

**NOTICE TO BIDDERS:**

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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____	N/A
_____	_____	_____	_____	_____
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Jeffrey A. Sherron  
 Printed Name  
  
 Signature

TOTAL \$ N/A

Southern Building Services, Inc.  
 Bidder Name  
 October 31, 2007  
 Date

