CONTRACT NO. 03C-005F

CONTRACT NO. 03C-005F BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
ROYAL CONCRETE CONCEPTS, INC.

This contract entered into this _____ day of __________, 2003, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and ROYAL CONCRETE CONCEPTS, INC., a Florida corporation, located at 801 Pike Road, West Palm Beach, Florida 33411, (hereinafter referred to as the "Contractor") to provide RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS.

SECTION I - Term of Contract

This contract shall be for the period beginning March 12, 2003 through March 12, 2006. The contract may be renewed for two additional one-year periods at the annual anniversary date. The contract will not extend beyond the fifth year.

SECTION II - Services

The Contractor shall provide RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS per specifications in RFP 03C-005F and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 03C-005F, if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP and awarded for RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS for the School Board of Palm Beach County.
SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Request for Proposal, RFP 03C-005F, which are incorporated by reference herein and made a part hereof.
SECTION V - Indemnification

The Contractor agrees to protect, defend, reimburse, indemnify and hold the School Board, its agents, employees and elected officials, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this contract. The Contractor's aforesaid indemnity and hold harmless obligations, or portions of applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the School Board, its elected officials, employees and authorized agents. The Contractor represents that they have received adequate consideration from the Board for the indemnification herein provided by Florida Statute Chapter 725.06(2). This representation shall survive the contract or payment to the Contractor.

SECTION VI - Insurance

Insurance will be required as stated in RFP 03C-005F. The School Board of Palm Beach County shall be named as additional insured.

SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION VIII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida, and the prevailing party shall be entitled to attorney's fees and court costs.
This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section IX

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

ROYAL CONCRETE CONCEPTS, INC.

BY: ________
Wallace D. Sanger, President

WITNESS: ________

WITNESS: ________

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: ________
Chairman

Date ________

Attest: ________
Superintendent

Reviewed and Approved:

DATE: ________

BY: ________
Attorney