



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1466, **Version:** 1

Interoffice Memorandum

DATE: October 27, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Jeffrey J. Newton, County Attorney

FROM: Lee Bernbaum, Assistant County Attorney

CONTACT: Lee Bernbaum, Assistant County Attorney

PHONE: 407-836-7320

DIVISION: County Attorney's Office

ACTION REQUESTED:

Approval of the settlement by and between Jr. Davis Construction Company, Inc. and Orange County, Florida related to the contract claim for the Boggy Creek Road Improvements from South of SR-417 to Simpson Road (Contract No. Y21-7053); authorization for the Mayor or County Administrator to execute the Settlement Agreement; and authorization for the Public Works Department to issue a corresponding change order.

PROJECT: N/A

PURPOSE: This item requests settlement authorization by the Board concerning the dispute with Jr. Davis Construction Company, Inc., related to its contract claim arising out of the Boggy Creek Road Improvements from South of SR-417 to Simpson Road (Contract No. Y21-7053).

A confidential memorandum and a Settlement Agreement have been provided to the Board under a separate cover memorandum. These documents will become public records at the conclusion of this matter pursuant to Section 119.071(1)(d), Florida Statutes.

BUDGET: N/A

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 18 2025

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into by and between JR. DAVIS CONSTRUCTION COMPANY, INC. (“**JDC**”) and ORANGE COUNTY, FLORIDA (the “**County**”). JDC and the County are referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, on or about March 26, 2025, JDC filed a claim seeking additional landscape maintenance compensation from the County in the amount of \$545,100 (the “**Claim**”); and

WHEREAS the Claim arises from the following events: JDC was retained by the County to perform work on a project for the Boggy Creek Road Improvements from South of SR-417 to Simpson Road (the “**Project**”); the Parties entered into a corresponding Contract No. Y21-7053 (the “**Contract**”); JDC alleged there were inaccuracies or ambiguities in certain landscape maintenance compensation items within the Contract’s technical provisions; JDC filed the Claim pursuant to General Condition Article 25 of the Contract; and

WHEREAS, the County disputes the Claim asserted by JDC; and

WHEREAS, notwithstanding the Parties’ dispute as to the merits of the Claim, the Parties desire to resolve all claims and disputes between them, including those that have been or could have been raised in the Claim.

NOW, THEREFORE, in consideration of the promises, representations, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.

2. Settlement Amount. Orange County agrees to pay, and JDC agrees to accept, Two Hundred Thousand and 00/100 (\$200,000.00) as full and final compensation for the Claim asserted by JDC. Within ten (10) days of the County's execution of this Agreement, the County shall issue a corresponding change order to the Contract to reflect this settlement amount; JDC will thereafter incorporate such change order into the next billing statement following issuance of the change order; and the County will ensure prompt payment of same.

3. Mutual Release. Except for the obligations set forth in this Agreement or which may still be due under the Contract, JDC, on its own behalf and on behalf of its respective agents, representatives, subcontractors, predecessors, successors, affiliates, and assigns, hereby forever waives, discharges, and releases the County and its officials, officers, employees, agents, and representatives, from any and all claims, damages, demands, remedies, actions, causes of action, writs, judgments, and lawsuits of whatsoever kind or nature, arising out of or relating to the Claim, the Contract, and the Project. Except for the obligations set forth in this Agreement or which may still be due under the Contract, the County, on its own behalf and on behalf of its respective agents, representatives, predecessors, successors, affiliates, and assigns, hereby forever waives, discharges, and releases JDC and its officials, officers, employees, agents, and representatives, from any and all claims, damages, demands, remedies, actions, causes of action, writs, judgments, and lawsuits of whatsoever kind or nature, arising out of or relating to the Claim, the Contract, and the Project.

4. Attorney's Fees and Costs. Each Party agrees that it is responsible for and will incur payment of its own attorney's fees and costs.

5. No Admission of Liability. This Agreement constitutes a full and complete resolution of the disputes between the Parties pursuant to a settlement. Nothing in this Agreement is or shall be deemed to be an admission of liability or an admission against interest by any Party.

6. Authority to Execute. The individuals executing this Agreement represent and warrant that they have the authority to execute this Agreement for the respective Parties.

7. Jurisdiction. For any action or proceeding arising out of or relating to this Agreement, the Parties hereby irrevocably submit to the exclusive jurisdiction of the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Florida.

8. Confidentiality. The Parties agree that, except as may be required by law, such as disclosure under the Public Records Law, Chapter 119, Florida Statutes, regulation, judicial or governmental order or subpoena, they will not make any public statements regarding or otherwise disclose the terms of this Agreement to anyone and that they shall use reasonable and best efforts to strictly maintain the confidentiality of the terms and conditions of this Agreement. The Parties acknowledge that Orange County is subject to the Public Records Law, Chapter 119, Florida Statutes, and as such, this Agreement is recognized as a public document thereunder.

9. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledges that

they have not relied, in entering into this Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. All prior discussions and writings have been and are merged and integrated into, and are superseded by, this Agreement.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. Facsimiles or other electronic images of executed signature pages to this Agreement shall be considered originals.

11. Effective Date. The effective date of this Agreement shall be the date when executed by both Parties.

Jr. Davis Construction Company, Inc.

By: Heath A Bunn

Digitally signed by Heath A Bunn
DN: cn=US, o=JR DAVIS CONSTRUCTION COMPANY, INC.,
dnQualifier=A01410C000019301D8C52000D6460,
cn=Heath A Bunn
Date: 2025.10.14 16:56:18 -0400

Name: Heath Bunn, VP of Operations

Date: 10/14/2025

Orange County, Florida

By: *Bernard Brink*
Jerry L. Demings
Orange County Mayor

Date: 18 November 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Jan-Klimetz*
Deputy Clerk
Date: NOV 18 2025

