

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

C. C. BORDEN
CONSTRUCTION, INC. and
FIDELITY AND DEPOSIT
COMPANY OF MARYLAND,

Appellants,

v.

WALDING COMPANY, a
Florida corporation,

Appellee.

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

CASE NO. 1D12-1744

Opinion filed August 21, 2012.

An appeal from the Circuit Court for Duval County.
W. Gregg McCaulie, Judge.

Reese J. Henderson, Jr. of GrayRobinson, P.A., Jacksonville, for Appellants.

Robert Aguilar of Aguilar, Sieron & Yeomans, Orange Park, for Appellee.

PER CURIAM.

Appellants, C.C. Borden Construction Inc. (Borden) and Fidelity and
Deposit Company of Maryland (Fidelity), seek reversal of a non-final order that

denied their motion to compel arbitration pursuant to Rule 9.130(a)(3)(C)(iv), Fla. R. App. P. We agree with the trial court that the arbitration provisions of the subject contract are ambiguously worded, but resolve any doubt concerning the scope of the provisions in favor of arbitration and to give harmonious effect to all the terms. See City of Homestead v. Johnson, 760 So. 2d 80, 84 (Fla. 2000); Auchter Co. v. Zagloul, 949 So. 2d 1189, 1191 (Fla. 1st DCA 2007). If all portions of the claims and dispute resolution paragraph of the subject contract are read in harmony, the necessary conclusion is that the instant dispute is subject to the arbitration provision.

We, therefore, affirm the non-final order to the extent the trial court found the arbitration provisions ambiguous, reverse in part to the extent the trial court construed the contract against the drafter rather than to give harmonious effect to all the terms, and remand for entry of an order granting appellants' motion to compel arbitration.

WOLF, ROWE, and SWANSON, JJ., CONCUR.