

**20. Set-Aside the award of CC-1216-03/TLC – Mayfair Oaks Subdivision Barrier Wall to Contemporary Construction Southeast, Inc., Holly Hill and award instead to Schuller Contractors, Inc., Orlando (\$226,000.00).**

CC-1216-03/TLC will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to demolish and remove a portion of the existing Mayfair Oaks Subdivision Barrier Wall, footer, pilasters and debris from the job site and construct a new wall, footer and plasters in accordance with the Mayfair Oaks Subdivisions Barrier Wall plans as incorporated into the bidding documents (Approx. 621 feet in length and 6 to 7 feet high). This improvement is part of the County's policy for wall replacement on major roadway projects.

During the bid process, considerable confusion existed concerning the availability of the brick specified. Bidders discovered the brick in the original wall (and specified for the replacement wall) was no longer available. There was some difficulty in finding a suitable substitute that would work and that was acceptable to the Mayfair Oaks Homeowners. Two addenda to the IFB were issued to correct the specification and clarify the brick required by the job.

On October 28, 2003, the Board of County Commissioners awarded CC-1216-03/TLC to the lowest priced, responsive, responsible Bidder, Contemporary Construction Southeast, Inc., for \$171,200. After execution of the agreement it was discovered that Contemporary Construction Southeast, Inc. had bid block different from the final specification. This mistake makes their bid non-responsive as submitted.

Contemporary Construction Southeast, Inc. has indicated this was a mistake in their bid and has asked to be released from their agreement as they cannot provide the specified brick for their bid price. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division have thoroughly reviewed the circumstances and have determined uncertainty over the required brick has resulted in a bidding error.

Staff therefore recommends that the Board set-aside the award to Contemporary Construction Southeast, Inc. as a mistake in bid in accordance with the Seminole County Purchasing Code. Staff further recommends the Board approve award of the contract to the new lowest priced, responsive responsible bidder, Schuller Contractors, Inc. of Orlando for \$226,000.00. The completion time for this project is 135 calendar days from issuance of the Notice to Proceed by the County.

A BCR is being processed on this agenda for the additional funds required. Pending approval of that BCR, this is a budgeted project and funds will be available in accounts numbered 077515-6067 and 077521-6067, CIP

**#DE52191Z. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.**



**CONTEMPORARY CONSTRUCTION SOUTHEAST INCORPORATED**

March 10, 2004

**Seminole County-Public Works Department  
Engineering Division  
520 West Lake Mary Blvd.  
Sanford, Florida 32733-7424  
PHONE: 407-665-5674  
FAX: 407-665-5789**

**ATTN: Mr. Jerry Mathews  
Principal Coordinator/Major Projects**

**RE: Mayfair Oaks Subdivision Wall  
Contract # CC-1216-03-TLC**

Dear Mr. Mathews,

Please let this letter serve as request for Contemporary Construction Southeast, Inc. (CCSI) to be released from our contract with Seminole County.

The original plans and specifications called for 8" x 4" x 16" brick. Bricks are not available in that size, therefore the mason would have to use colored concrete block. This was not in the plans or specifications. Moreover, the price of this material has increased significantly.

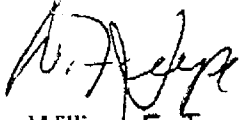
We realize this project was first bid last August 6, 2003; we also did not receive our contract until after January of 2004. Not only has material prices increased, but labor, fence, concrete and steel have also gone up.

Therefore, we are unable to hold our original prices for the above referenced project.

pg.2 mayfair oaks

Should you have any further questions, please feel free to contact me at my office. Thank you.

Sincerely,



William F. Teepe  
Contemporary Construction Southeast, Inc.  
President/CEO

WFT/kt

cc: Paul A. Guntharp, P.A.

Andy Anderson, Capital Indemnity Corp.

file



**Jerry Matthews**

03/03/2004 08:25 AM

To: Tammy Roberts/Seminole@Seminole

cc:

Subject: Re: Mayfair Oaks Wall

The Engineering Division is in agreement with CCSI to withdraw their bid and release them from all obligations of their contract for this project.

Jerry Matthews, Principal Coordinator, Major Projects  
Seminole County Engineering Division  
520 W. Lake Mary Blvd.  
Sanford FL 32773  
Phone (407) 665-5646  
Fax (407) 665-5772  
Tammy Roberts



**Tammy Roberts**

03/02/2004 03:10 PM

To: Jerry Matthews/Seminole@Seminole

cc:

Subject: Mayfair Oaks Wall

We need something in writing from you saying you are in agreement with CCSI in releasing them from all obligations of their contract. Thanks.

Tammy L. Roberts, CPPB

Contracts Analyst

407 665-7115 PH

407 665-7956 Fx.

troberts@seminolecountyfl.gov

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

BID NUMBER: CC-1216-03/BJC  
 BID TITLE: Mayfair Oaks Subdivision Barrier Wall  
 OPENING DATE: August 6, 2003, 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

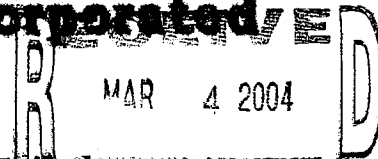
ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Contemporary Construction Southeast, Inc. 325 Walker St. Holly Hill, FL 32117 Ph. 386-672-0555 Fx. 386-672-4916 William F. Teepe, President	Schuller Contractors, Inc. 8046 A Presidents Dr. Orlando, FL 32809 Ph. 407-855-5572 Fx. 407-855-4922 Alexander Caputo, CFO	CEM Enterprises, Inc. 1757 Benbow Ct. Apopka, FL 32703 Ph. 407-884-9148 Fx. 407-884-2972 Charles Meeks, President	Carthcart Contracting Co. 1757 W. Broadway St. #3 Oviedo, FL 32265 Ph. 407 366-1022 Fx. 407 977-8349 John T. Cathcart, Presid.
<b>TOTAL AMOUNT OF BID</b>	<b>\$171,200.00</b>	<b>\$226,000.00</b>	<b>\$266,190.00</b>	<b>\$295,000.00</b>
Addenda (2 of 2)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Opened and Tabulated by: T. Cummings, CPPB, Posted: 8/7/2003  
**Recommendation of Award: Contemporary Construction (Posted 10/03/03)**  
**BCC award date: October 28, 2003**



**Schuller**

**Contractors Incorporated**



Tuesday, March 2, 2004

*Faxed and Mailed*

ENGINEERING DEPARTMENT  
SEMINOLE COUNTY

Jerry Matthews  
**Seminole County**  
Engineering Division  
520 West Lake Mary Blvd.  
Suite 200  
Sanford, FL 32773-7424

**RE: Mayfair Oaks Subdivision Barrier Wall CC-1216-03/TLC**

Dear Jerry,

Please be advised that we are pleased with our original bid of \$ 226,000.00 for the above referenced project and would like to proceed with this contract.

If you have any questions please call me.

Sincerely,

**SCHULLER CONTRACTORS INC.**

Alexander J. Caputo  
Chief Financial Officer

RECEIVED  
SEMINOLE CTY. ENGINEERING  
2004 MAR 15 PM 4:37



**AGREEMENT (CC-1216-03/TLC)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SCHULLER CONTRACTORS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 8046A Presidents Drive, Orlando, Florida 32809, 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.** The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-1216-04/TLC - Mayfair Oaks Subdivision Barrier Wall.

The Project for which the Work under the Contract Documents is a part is generally described as CC-1216-04/TLC - Mayfair Oaks Subdivision Barrier Wall.

**Section 2. Engineer.**

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Professional Consultants, Inc., 200 E. Robinson Street, Suite 1560, Orlando, Florida 32801.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean Seminole County.



### **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 one hundred twenty (120) 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 the 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.) The CONTRACTOR's total compensation is TWO HUNDRED TWENTY-SIX THOUSAND AND NO/100 DOLLARS (\$226,000.00) 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) 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 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) The 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, the CONTRACTOR acknowledges that the 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) 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. Payment Procedures.**

(a) 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, then the 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 shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall 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) 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 if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the 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, 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 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,

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 the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he 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 he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

(h) 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 two (2) years 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 two (2) years 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) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Gary Croft and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and 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 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.

(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 citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilized the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the 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. The CONTRACTOR authorizes the COUNTY to deduct the actual costs of



additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

**Section 8. 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) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.

- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

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) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the 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 the 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, SIX HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$676.00) 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, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the 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 the 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; and 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 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.

**Section 11. 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 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 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:**

Engineering Division  
520 W. Lake Mary Boulevard, Suite 200  
Sanford, FL 32773

**For CONTRACTOR:**

CONTRACTOR's Superintendent  
Schuller Contractors, Inc.  
8046A Presidents Drive  
Orlando, FL 32809

**Section 13. 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 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.

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 or by ENGINEER on their behalf.

ATTEST:

SCHULLER CONTRACTORS, INC.

\_\_\_\_\_  
ALEXANDER CAPUTO, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
TIMOTHY SCHULLER, President

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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 Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

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

AC/lpk  
3/8/04  
CC-1216