

**19. Award CC-1238-04/AJR– Seminole County Firefighter Training Facility Re-Roofing Construction Project with the Roofing Connection, Inc. of Orlando, FL, (Not-to-Exceed \$248,400.00).**

CC-1238-04/AJR will provide for all labor, equipment, transportation coordination and incidentals necessary for the re-roofing of the Seminole County Firefighter Training Facility.

Roofing and insulation material totaling \$119,597.25 will be provided by the County under two purchase orders which were competitively priced through the solicitation of CC-1238-04/AJR. One will be to Suncoast Roofers Supply, Inc. in the amount of \$54,363.00 and the other to Soprema in the amount of \$65,234.25. This project was publicly advertised and the County received two bids. The high bidder did not submit the required bid bond and was determined non-responsive in accordance with County code. The Review Committee which consisted of Chief Baer, Public Safety; Mark Geving, Facilities; and Chuck Lawson, Facilities, evaluated the remaining low bid. The Committee found the low bid substantially exceeded the amount allocated for the roofing portion of the renovation.

Subsequently, the Senior Contracts Analyst and the Evaluation Committee entered into negotiations with the low bidder as allowed by the Seminole County Code when there is only one valid bid on a construction project. The Team decided to purchase the roofing and insulation materials on County purchase orders and provide them to the Contractor, generating a sales tax savings of \$8,371.81. The Team also determined the County could do a small portion of the work in-house (disconnect and remove some defunct air conditioning equipment) which generated an additional savings of \$20,450.00. Successful negotiations by the County Team resulted in the additional savings of \$88,367.94.

The following is a summary of the original bid and outcome of negotiations:

Original Bid Price:	\$485,187.00
Final Negotiated Contract Price	\$248,400.00
Materials Furnished by County	<u>\$119,597.25</u>
Total Project Cost	\$367,997.25

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, The Roofing Connection, Inc., Orlando, in the negotiated not-to-exceed amount of \$248,400.00. The completion time for this project is 45 calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 056100-11200-522-56065000. Public Safety and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>BID TABULATION SHEET</b>

BID NUMBER: CC-1238-04/TLR  
 BID TITLE: Seminole County Firefighter  
 Training Facility

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.

OPENING DATE: June 9, 2004, 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	
	The Roofing Connection, Inc. 3882 Center Loop Orlando, FL 32808 Timothy Walker, V.P. 407-294-7663 – Phone 407-294-1997 – Fax	Sunshine Roofing & Consulting, Inc. PO Box 3829 Orlando, FL 32802 Bill Boczkus 407-660-8552 – Phone 407-660-8012 – Fax	
TOTAL AMOUNT OF BID Bid Alternate	\$485,187.00 4875.00	\$652,750.00 <b>Non-Responsive</b>	
Bid Bond	Yes	*No	
Trench Safety Act	N/A	Yes	
Bidder Information Form	Yes	Yes	
Experience of Bidder	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	
Certificate of Nonsegregated Facility	Yes	Yes	
American w/Disabilities Affidavit	Yes	Yes	

Open & Tabulated by: A. Rossi, CPPB, Sr. Contracts Analyst (Posted 06/09/2004)

\* 00100-4, Bid Bond must be included at time of opening.

Recommendation of Award: The Roofing Connection, Inc.; BCC Date: July 27, 2004 (Posted 07/08/2004)



## TAPERED ISO QUOTE SHEET

DATE: June 8, 2004

QUOTE NUMBER: 0604-891

PROJECT NAME: SEMINOLE COUNTY FIREFIGHTER TRAINING FACILITY

LOCATION: \_\_\_\_\_

BID DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PLANS AND SPECS SUPPLIED BY: FAX / SKETCH

TAPERED AREA:	<u>301.24</u>	SQS.	CRICKET AREA:	_____	SQS.
SLOPE:	<u>1/4"</u>	/ft.	SLOPE:	_____	/ft.
MINIMUM:	<u>1.50"</u>		MINIMUM:	_____	
MAXIMUM:	<u>14.50"</u>		MAXIMUM:	_____	

TOTAL UNITS OF MATERIAL TO BE HANDLED: 292.28

TOTAL SQUARES OF APPLICATION: 1179.24

TOTAL PRICE FOR THE TAPERED SYSTEM: \$54,363.00

Pricing is good for [ 90 ] days - Based on full truckload orders only.

Unless noted below: Base and overlay insulation (if any) are NOT included in this quotation.

Average R-Value 44.47

NOTES: QUOTE BASED ON PROPOSED PRICING GOOD FOR 3RD QUARTER

ESTIMATOR: TAS

PAGE: 1

Questions or comments? Please call: (813) 383-0036

or fax: (813) 383-0056

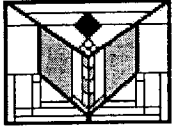
Suncoast Roofers Supply, Inc. (SRSI) warrants that the material quantities recited herein are accurate, based upon the details and specifications listed above. SRSI disclaims any other warranty which may arise from reliance upon the information contained in this quote, express or implied. In providing this information SRSI assumes NO responsibility for, and specifically rejects, any claim which may seek reimbursement for loss or damage relating to such costs as excessive handling, labor, asphalt usage, overhead or profit, or other potential damage which may result from the use of the information

**SOPREMA - MATERIAL LIST  
SEMINOLE COUNTY FIREFIGHTER TRAINING FACILITY**

<b>SOPRA G</b>	108 Rolls	@ \$16.00 per roll	\$1,728.00
<b>ELASTOPHENE 180 PS</b>	216 Rolls	@ \$38.00 per roll	\$8,208.00
<b>SOPRALENE FLAM 180 GR-FR</b>	324 Rolls	@ \$44.50 per roll	\$14,418.00
<b>SOPRALENE FLAM 180 GR 3.5</b>	18 Rolls	@ \$38.50 per roll	\$693.00
<b>ELASTOPHENE 180 PS FLASHING</b>	12 Rolls	@ \$38.00 per roll	\$456.00
<b>SOPRAFIX S</b>	211 Rolls	@ \$37.75 per roll	\$7,965.25
<b>SOPRALENE FLAM 180 GR-FR</b>	158 Rolls	@ \$44.50 per roll	\$7,031.00
<b>SOPRA BOARD (19 pallets)</b>	450 Squares	@ \$25.25 per square	\$11,514.00
<b>SOPRAWALK</b>	20 Rolls	@ \$59.00 per roll	\$1,180.00
<b>1.8" TWIN LOCS</b>	45,000	@ \$200.00 M	\$9,000.00
<b>#15 FASTENERS</b>	12,000	@ \$126.00 M	\$1,512.00
<b>INSULATION PLATES</b>	6,000	@ \$50.00 M	\$300.00
<b>SEAM PLATES</b>	6,000	@ \$59.00 M	\$354.00
<b>MATERIAL FOR SCFFTC</b>			\$0.00
			\$64,359.25
		Freight:	\$375.00
		20 Year NDL Warranty:	\$500.00
			<b>\$65,234.25</b>

**Submit purchase order to:**

Ms. Krista Williams  
Soprema  
310 Quadral Drive  
Wadsworth, OH 44281  
1-800-356-3521



William Baer/Seminole  
07/08/2004 11:37 AM

To Amy Rossi/Seminole@Seminole  
cc  
bcc  
Subject Training Center Roof

History:

 This message has been replied to.

Amy,

Thank you for all your assistance with the bid for the Training Center roof. As a result of the negotiations with The Roofing Connection, the bid for the job was reduced from \$485,000+ to \$368,000, and I request that we award the bid to them. Please place this award on the next available BCC agenda for approval.

THANKS,  
Bill

**AGREEMENT (CC-1238-04/AJR)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **THE ROOFING CONNECTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3882 Center Loop, Orlando, Florida 32808, 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-1238-04/AJR - Seminole County Firefighter Training Facility Reroofing, and more particularly described in Attachment 1, Scope of Services attached hereto.

The Project for which the Work under the Contract Documents is a part is generally described as CC-1238-04/AJR - Seminole County Firefighter Training Facility Reroofing, and more particularly described in Attachment 1, Scope of Services attached hereto.

**Section 2. Engineer.**

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Bentley Architects & Engineers, 665 W. Warren Avenue, Longwood, Florida 32750.

(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 Facilities Department.

**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 forty-five (45) 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 thirty (30) 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 FORTY-EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$248,400.00) 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 some 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. 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) 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 Timothy A. Walker 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. 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 10. 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 11. 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:**

Facilities Maintenance Division  
205 County Home Rd.  
Sanford, FL 32773

**COPIES TO:**

Bentley Architects & Engineers  
665 W. Warren Ave.  
Longwood, FL 32750

**For CONTRACTOR:**

CONTRACTOR's Superintendent  
The Roofing Connection, Inc.  
3882 Center Loop  
Orlando, FL 32808

**Section 12. 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 13. 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:

THE ROOFING CONNECTION, INC.

\_\_\_\_\_  
TIMOTHY A. WALKER  
Vice-President

By:\_\_\_\_\_  
CLARENCE E. WALLICK  
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:\_\_\_\_\_  
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  
7/8/04  
cc-1238

Attachment:

Attachment 1 - Scope of Services

# ***The Roofing Connection, Inc.***

a commercial roofing & waterproofing company

"We Put Our reputation On Your Buildings"

Attachment 1 - Scope of Services

## **SCHEDULE OF VALUES**

**PROJECT: SEMINOLE COUNTY FIREFIGHTER TRAINING FACILITY**

**ATTN: AMY**

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<b>ROOFING MATERIAL</b>	<b>\$ 38,000.00</b>
<b>ROOFING LABOR</b>	<b>\$138,500.00</b>
<b>SHEET METAL MATERIAL</b>	<b>\$ 13,000.00</b>
<b>SHEET METAL LABOR</b>	<b>\$ 30,000.00</b>
<b>CRANE RENTAL</b>	<b>\$ 2,500.00</b>
<b>DECK REPAIR</b>	<b>\$ 7,500.00</b>
<b>VACUME SUB</b>	<b>\$ 6,500.00</b>
<b>LIFT RENTAL</b>	<b>\$ 5,000.00</b>
<b>SCFD LETTERING</b>	<b>\$ 900.00</b>
<b>PAYMENT &amp; PERFORMANCE BOND</b>	<b>\$ <u>6,500.00</u></b>
<b>TOTAL</b>	<b>\$248,400.00</b>

Materials to be provided by Seminole County.