
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Termination for Convenience: Two (2) Contractors under CC-2183-07/VFT - Mailand Holdings, LLP d/b/a Maze and Vision IV Construction, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve Termination for Convenience of two (2) Contractors under CC-2183-07/VFT – SHIP Affordable Housing New Construction/Reconstruction (Mailand Holdings, LLP d/b/a Maze Homes of Melbourne, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination.

County-wide

Ray Hooper

BACKGROUND:

CC-2183-07/VFT provides for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction at various locations, on an as-needed basis throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved the award of these Master Agreements to a total of five (5) Contractors, which included Mailand Holdings, LLP d/b/a Maze Homes and Vision IV Construction, Inc.

There have been six (6) Work Orders completed under these Master Agreements as of this date. The County’s standard process is to conduct a low-bid process for Work Order issuance, which includes Contractor participation in a mandatory pre-bid conference. On July 23, 2009, the County received a letter from Vision IV Construction, Inc. requesting to withdraw from their Master Agreement. In addition, there has been a lack of responsiveness from Mailand Holdings, LLP d/b/a Maze Homes to any correspondence or request for quotes under the Work Order process. Neither of these two (2) Contractors had submitted bids for any of the six (6) Work Orders that have been completed under these Master Agreements. Both Contractors have been provided letters notifying them of the County’s intent to terminate their Master Agreements for convenience. The backup documentation includes copies of their Master Agreements (excluding exhibits), notification letters, and the request for withdrawal letter from Vision IV Construction, Inc.

Pursuant to Section 12(a) of these executed Master Agreements, the County is terminating two (2) of the five (5) awarded Contractors (Mailand Holdings, LLP d/b/a Maze Homes of Melbourne, Florida and Vision IV Construction, Inc. of Orlando, Florida) for convenience.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Termination for Convenience of two (2) Contractors under CC-2183-07/VFT – SHIP Affordable Housing New Construction/Reconstruction (Mailand Holdings, LLP d/b/a Maze Homes of Melbourne, Florida and Vision IV Construction, Inc. of Orlando, Florida), and authorize staff to issue final notice of termination.

ATTACHMENTS:

1. CC-2183-07_VFT - Backup Documentation (Mailand Holdings - Maze Homes)
2. CC-2183-07_VFT - Backup Documentation (Vision IV Construction, Inc.)

Additionally Reviewed By:

County Attorney Review (Ann Colby)



ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

October 2, 2009

Certified Mail # 7008 1830 0001 3778 1699

Mailand Holdings, LLP d/b/a Maze Homes
Attn: James L. Mayes, President
2715 N. Harbour City Blvd
Melbourne, FL 32935

Subject: CC-2183-07/VFT – SHIP Affordable Housing Construction/Reconstruction

Dear Mr. Mayes:

The above referenced project provides for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction at various locations, on an as-needed basis at various locations throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved this Master Agreement to your firm, Mailand Holdings, LLP d/b/a Maze Homes.

There have been six (6) work orders completed under this Master Agreement as of this date. The County's standard process is to conduct a low-bid process which includes Contractor participation in a mandatory pre-bid conference. In addition, your firm did not complete the first Amendment under this Agreement which adjusted the insurance levels and expiration dates. There has also been other correspondence that has been unanswered as well (emails and phone calls). Due to the non-responsiveness of your firm (i.e. lack of attendance at pre-bid conferences and responses to request for quotes), the County is notifying your firm of the decision to terminate your Master Agreement for convenience pursuant to Section 12. Termination.

This termination notice will be presented to the Board of County Commissioners on October 27, 2009. Please notify me immediately upon receipt of this letter of any issues, concerns or questions.

Sincerely,

Vagillia F. Taylor, MS, CPPB
Sr. Procurement Analyst

cc: Project Manager
Project File

**CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND
OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING
NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)**

THIS AGREEMENT is made and entered into this 26 day of December, 2007, by and between **MAILAND HOLDINGS, LLP d/b/a MAZE HOMES**, duly authorized to conduct business in the State of Florida, whose address is 2715 North Harbor City Boulevard, Melbourne, Florida 32935, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the professional new construction and reconstruction services of a competent and qualified CONTRACTOR to provide for federal and state funded affordable housing projects in Seminole County; and



WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish contractor services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish labor, materials, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, new construction of single family houses, including manufactured houses and multi-family units such as townhouses, as well as reconstruction Projects throughout Seminole County, as directed by

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: *Caryn Cochrane*
DEPUTY CLERK

COUNTY's Department of Community Services Director or his/her designee (hereinafter the "SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto and incorporated herein by reference. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall  run for a period of two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional construction services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement, the Exhibits and attachments hereto, including

particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or promise as to the number of available Projects or that CONTRACTOR will perform any Project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess of one hundred eighty (180) days.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR's compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year for the initial term of this Agreement or any

renewal thereof. COUNTY shall not initiate any work orders which would cause the aggregate amount due CONTRACTOR to exceed THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed; provided however  that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(b) Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. RETAINAGE. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's  submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate

amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY she to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work, inspection approvals, and obtaining a certificate of occupancy required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the United States Department of Housing and Urban Development ("HUD"), the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to  make such materials available at CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and always remain liable to

COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, plans, and reports or any other form of written instrument or document that may result from CONTRACTOR'S services or that were created during the course of CONTRACTOR'S performance under this Agreement shall become the property of COUNTY after final payment is made to CONTRACTOR.

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) HUD/Home Program: If HUD/HOME Funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 - Property Standards;
- (ii) §92.252 - Qualifications as affordable housing: rental housing;
- (iii) §92.257 - Faith Based Activities;
- (iv) §92.351 - Affirmative Marketing; Minority Outreach Program;
- (v) §92.354 - Labor;
- (vi) §92.355 - Lead Based Paint;
- (vii) §92.350 - "Other Federal Requirements";
- (viii) §92.353 - "Displacement, Relocation, and Acquisition";
- (ix) §92.354 - "Labor";
- (x) §92.355 - "Lead Based Paint";
- (xi) §92.356 - "Conflict of Interest";
- (xii) §92.358 - "Consultant Activities"; and

(xiii) §92.505(b) - "Applicability of Uniform Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(B) **Compliance with State and Local Laws.** During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership" and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY. In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112,

Florida Statutes, COUNTY shall have the right to terminate this Agreement.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) Other Federal and State Funding. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) Prohibition of Lobbying. CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any  elected or appointed official of the executive, legislative, or judicial branch of the government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to COUNTY all data, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by

CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. The CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Causes deemed not to be the fault or negligence of CONTRACTOR may include acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in

the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin.  This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 15. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise

recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

(a) If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed

and subject to the same insurance requirements as CONTRACTOR under this Agreement.

(b) CONTRACTOR shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason  the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition,  such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of

this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.  CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of

the standard Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

		<u>LIMITS</u>
General Aggregate		\$2,000,000.00 ¹
Personal & Advertising Injury Limit		\$1,000,000.00
Each Occurrence Limit		\$1,000,000.00
Automobile/Other Motor Vehicle		\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

² Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The policy shall have a maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR and its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through formal mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be agreed upon by the parties. Costs of mediation services shall be shared equally among the parties participating in the mediation.

SECTION 21. NOTICE, DESIGNATED REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate and advise CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to

the day-to-day conduct of this Agreement shall be addressed. The designated representative named in subparagraph (b) below shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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:

SHIP/HOME Program Administrator
Community Services Department 
534 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONTRACTOR:

Mailand Holdings d/b/a Maze Homes
2715 N. Harbor City Blvd.
Melbourne, FL 32935

(c) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and

Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.



SECTION 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

MAILAND HOLDINGS, LLP d/b/a
MAZE HOMES

Sita Gaya
Witness
Sita Gaya
Print Name
Robin Buchmaier
Witness
Robin Buchmaier
Print Name

By: *[Signature]* Partner
JAMES A. MAYES, Partner

Date: 9/26/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

[Signature]
MARVANNÉ MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: *Brenda Carey*
BRENDA CAREY, Chairman

Date: 12/26/07

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their October 9, 2007
regular meeting.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate/Draw Schedule
- Exhibit D - 2006/2007 New Construction/Reconstruction and
Housing Rehabilitation Specifications
- Exhibit E - Housing Quality, Site and Neighborhood Standards

AWS:jjr
9/7/07
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ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

October 2, 2009

Certified Mail # 7008 1830 0001 3778 1675

Vision IV Construction, Inc.
Attn: Jose Lugo, President
1401 W. Colonial Drive
Orlando, FL 32804

Subject: CC-2183-07/VFT – SHIP Affordable Housing Construction/Reconstruction

Dear Mr. Lugo:

The above referenced project provides for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction at various locations, on an as-needed basis at various locations throughout Seminole County. This project was publicly advertised, bids were received and subsequently on October 9, 2007, the Seminole County Board of County Commissioners approved this Master Agreement to your firm, Vision IV Construction, Inc.

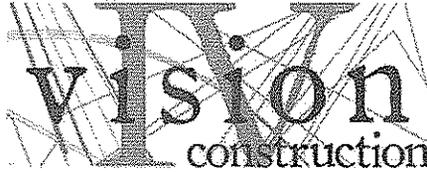
To date here have been six (6) work orders completed under this Master Agreement as of this date. On July 23, 2009, your firm submitted a letter notifying the County of your request to withdraw from the Master Agreement. The County is notifying your firm of the decision to terminate your Master Agreement for convenience pursuant to Section 12. Termination.

This termination notice will be presented to the Board of County Commissioners on October 27, 2009. Please notify me immediately upon receipt of this letter of any issues, concerns or questions.

Sincerely,

Vagillia F. Taylor, MS, CPPB
Sr. Procurement Analyst

cc: Project Manager
Project File



VISION IV CONSTRUCTION
605 EAST ROBINSON STREET, SUITE 300
ORLANDO, FLORIDA 32801
407-426-9022, FAX 407.386.7707
FL LIC # CGC1508502

July 23, 2009

Robert T. Bradley, Sr.
Procurement Analyst
Seminole County Purchasing and Contracts Division
1101 E First Street
Sanford, FL 32771-1468
407-665-7113 phone
407-665-7956 fax

Re: CC-2183-07/VFT, SHIP AFFORDABLE HOUSING NEW CONSTRUCTION/
RECONSTRUCTION

Dear Mr. Bradley,

Vision IV Construction Inc. a Florida Certified Corporation licensed to perform General Contracting Services respectfully submits this letter as our official notification to withdraw from the above referenced contract.

Vision IV Construction appreciates the opportunity and wish continued success to Seminole County in the future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to be "JL Lugo", written in a cursive style.

Jose L. Lugo, President
Vision IV Construction Inc.

**CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND
OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING
NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)**

THIS AGREEMENT is made and entered into this 26 day of December, 2007, by and between **VISION IV CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1401 West Colonial Drive, Orlando, Florida 32804, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the professional new construction and reconstruction services of a competent and qualified CONTRACTOR to provide for federal and state funded affordable housing projects in Seminole County; and



WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish contractor services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish labor, materials, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, new construction of single family houses, including manufactured houses and multi-family units such as townhouses, as well as reconstruction Projects throughout Seminole County, as directed by COUNTY's Department of Community Services Director or his/her designee

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Carylon Cook*
DEPUTY CLERK

(hereinafter the "SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto and incorporated herein by reference. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional construction services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement, the Exhibits and attachments hereto, including particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or

promise as to the number of available Projects or that CONTRACTOR will perform any Project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess of one hundred eighty (180) days.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR'S compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year for the initial term of this Agreement or any renewal thereof. COUNTY shall not initiate any work orders which would

cause the aggregate amount due CONTRACTOR to exceed THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed; provided however, that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(b) Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. RETAINAGE. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's  submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate

amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY she to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work, inspection approvals, and obtaining a certificate of occupancy required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY  for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the United States Department of Housing and Urban Development ("HUD"), the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to  make such materials available at CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and always remain liable to

COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, plans, and reports or any other form of written instrument or document that may result from CONTRACTOR'S services or that were created during the course of CONTRACTOR'S performance under this Agreement shall become the property of COUNTY after final payment is made to CONTRACTOR.

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.

(a) HUD/Home Program: If HUD/HOME Funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 - Property Standards;
- (ii) §92.252 - Qualifications as affordable housing:
rental housing;
- (iii) §92.257 - Faith Based Activities;
- (iv) §92.351 - Affirmative Marketing; Minority Outreach Program;
- (v) §92.354 - Labor;
- (vi) §92.355 - Lead Based Paint;
- (vii) §92.350 - "Other Federal Requirements";
- (viii) §92.353 - "Displacement, Relocation, and Acquisition";
- (ix) §92.354 - "Labor";
- (x) §92.355 - "Lead Based Paint";
- (xi) §92.356 - "Conflict of Interest";
- (xii) §92.358 - "Consultant Activities"; and

(xiii) §92.505(b) - "Applicability of Uniform Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(B) Compliance with State and Local Laws. During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership" and the implementing regulations, Chapter 67-37, Florida Administrative Code.

(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY. In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112,

Florida Statutes, COUNTY shall have the right to terminate this Agreement.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) **Other Federal and State Funding.** To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) **Prohibition of Lobbying.** CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any  elected or appointed official of the executive, legislative, or judicial branch of the government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to COUNTY all data, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by

CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. The CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Causes deemed not to be the fault or negligence of CONTRACTOR may include acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in

the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin.  This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 15. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise

recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

(a) If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed

and subject to the same insurance requirements as CONTRACTOR under this Agreement.

(b) CONTRACTOR shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason  the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition,  such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of

this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.  CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of

the standard Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

		<u>LIMITS</u>
General Aggregate		\$2,000,000.00 ¹
Personal & Advertising Injury Limit		\$1,000,000.00
Each Occurrence Limit		\$1,000,000.00
Automobile/Other Motor Vehicle		\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

² Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The policy shall have a maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR and its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through formal mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be agreed upon by the parties. Costs of mediation services shall be shared equally among the parties participating in the mediation.

SECTION 21. NOTICE, DESIGNATED REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate and advise CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to

the day-to-day conduct of this Agreement shall be addressed. The designated representative named in subparagraph (b) below shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, FL 32773



FOR CONTRACTOR:

Vision IV Construction, Inc.
1401 W. Colonial Drive
Orlando, FL 38204

(c) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an  representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and

Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.



SECTION 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

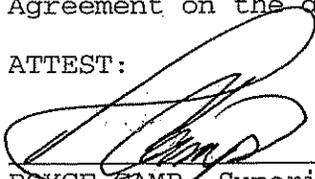
SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:



ROYCE CAMP, Superintendent

(CORPORATE SEAL)

VISION IV CONSTRUCTION, INC.

By: 

JOSE L. LUGO, President

Date: SEPT. 28, 2007

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



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

By: 

BRENDA CAREY, Chairman

Date: 12/26/07

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their October 9, 2007
regular meeting.

Approved as to form and
legal sufficiency.





County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate/Draw Schedule
- Exhibit D - 2006/2007 New Construction/Reconstruction and
Housing Rehabilitation Specifications
- Exhibit E - Housing Quality, Site and Neighborhood Standards

AWS:jjr
9/7/07
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