

**UNILATERAL TERMINATION OF CONSTRUCTION SERVICES AGREEMENT
FOR COUNTRY CLUB HEIGHTS SEWER AND WATER MAIN REPLACEMENT
(CC-3999-21/TAD)**

NOTICE IS HEREBY GIVEN this 11th day of June, 2024, that **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Unilateral Termination of Agreement referred to as “**COUNTY**”, hereby unilaterally terminates the Agreement described below with **BENCHMARK CONSTRUCTION COMPANY INC.**, whose address is 2260 Southwind Boulevard, Bartlett, Illinois 50103, in this Unilateral Termination of Agreement referred to as “**CONTRACTOR**”, and **COUNTY** states,

WHEREAS, on May 3, 2022, the parties entered into an Agreement for sewer and water main replacement for Country Club Heights, (in this Unilateral Termination of Agreement referred to as the “**Agreement**”); and



WHEREAS, **CONTRACTOR** has been granted 117 additional days to complete the sewer and water main replacement for Country Club Heights under the Agreement and **CONTRACTOR** is still 75 days past the current March 29, 2024 deadline under the Agreement for substantial completion; and

WHEREAS, **CONTRACTOR** is apparently unable to timely complete the sewer and water main replacement as required by the Agreement having completed only approximately thirty percent (30%) of the work, and with certain portions of said work suffering from defective workmanship; and

WHEREAS, the above described acts and omissions constitute a breach of Section 3 of the Agreement concerning Contract Time; and

WHEREAS, Section 15.3.1.3 and 15.3.1.4 of the General Conditions authorizes COUNTY to terminate the Agreement for CONTRACTOR's failure to fulfill CONTRACTOR's obligations to timely complete the sewer and water replacement for Country Club Heights under the Agreement; and

WHEREAS, COUNTY expressly reserves all rights and remedies under the Agreement, including the right to assert additional grounds for termination beyond the untimely performance and defective workmanship cited herein.

NOW, THEREFORE,

1. The foregoing recitals are true, correct, and constitute COUNTY's findings in support of this Unilateral Termination of Agreement.

2. COUNTY hereby unilaterally declares that the Agreement is terminated effective June 11, 2024.



3. CONTRACTOR is directed to close all of CONTRACTOR's files for COUNTY and return all records of CONTRACTOR's activity to COUNTY within thirty (30) days of the date of this Unilateral Termination of Agreement.

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IN WITNESS WHEREOF, the undersigned has made executed this Unilateral Mutual Termination of Agreement for the purposes stated above.

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

GLK
5/31/24

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By: _____

STEPHEN KOONTZ,
Purchasing and Contracts Manager

Date: _____

As authorized for execution by the Board of
County Commissioners at its June 11, 2024
regular meeting.