

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Agreement”) is made and entered into this ____ day of _____, 202__ (“Effective Date”), by and between Seminole County (“Owner”), CIC Construction Group USA, LLC (“Contractor”), and Schenkel & Shultz, Inc. (“Architect”) (individually, referred to this in Agreement as “Party,” collectively “Parties”).

RECITALS:

WHEREAS, Owner and Architect entered into an agreement for Architectural and Engineering Services for the Design of Seminole County Fire Station #39, dated October 12, 2020, as further authorized by Work Order No. 01, Work Order No. 01 – Amendment No. 01, and Work Order No. 01 – Amendment No. 02 (collectively, “Architect’s Contract Documents”); and

WHEREAS, Owner and Contractor entered into a construction contract dated April 20, 2023, for the construction of Fire Station #39 (“Construction Contract”); and

WHEREAS, there are multiple pending issues pertaining to the construction of Fire Station #39 on which the Parties disagree, among them, Contractor’s request for an extension of time and additional fees incurred by Contractor in connection with the Construction Contract; and

WHEREAS, to avoid lengthy and costly litigation, it is the intent of the Parties to fully and finally settle the pending issues, as further set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of the Parties, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

2. **Contractor’s Agreement**. Subject to the terms and conditions of this Agreement, Contractor agrees as follows, which shall constitute the full and final settlement and satisfaction of all claims, express or implied, by Contractor against Owner and Architect arising either directly or indirectly, from the Construction Contract:

a. Contractor agrees that the only remaining claims or potential change orders (“PCO”) against Owner in connection with the Construction Contract, which includes but is not limited to, field orders, change orders, or the like, are generally described as:

- i. PCO #62R1 – ACT in Room #137
- ii. PCO #64R1 – Electrical T&M
- iii. PCO #66 – Cord Reel Modification
- iv. PCO #61 – Apparatus Bay Resurfacing
- v. PCO #63R1 – Time Extension Request

vi. PCO #65 – Apparatus Bay Push Buttons

b. Contractor agrees to withdraw all claims and requests for an extension of time and additional fees, known or unknown, incurred in connection with the Construction Contract.

c. Contractor agrees to decrease its final payment under the Construction Contract by THIRTY-THREE THOUSAND TWO HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$33,297.00) (“Contractor’s Settlement Amount”), which will reflect a final revised not-to-exceed Construction Contract amount of EIGHT MILLION THREE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS AND 74/100 (\$8,355,227.74).

d. Contractor agrees that Contractor’s Settlement Amount represents an equitable adjustment to the Construction Contract for all claims, including but not limited to, those specified in Section 2.a. of this Agreement and changes in the work from the Construction Contract. Contractor hereby waives all rights to file any additional claims of any nature in connection with the Construction Contract.

e. Contractor agrees to continue fulfilling its obligations under the Construction Contract, as specified therein, until completion, which includes but is not limited to bond obligations, completion of punch list items, and completing and submitting close-out documents. Contractor agrees to complete all Construction Contract obligations prior to making a request to Owner for final payment in accordance with the Construction Contract.

f. Notwithstanding this Agreement, Contractor assumes complete responsibility for all obligations, including but not limited to, the work and materials, pursuant to the Construction Contract. Prior to final payment by Owner, Contractor represents and warrants it has performed all work and furnished all materials in accordance with the Construction Contract, and in a manner specified therein, fully and completely; that it has paid for all the labor, materials, equipment, and services it has used or supplied; and that it has no outstanding and unpaid applications for payment, invoices, retentions, holdbacks, or unbilled work against Owner and Contractor’s laborers, materialmen, or subcontractors in connection with the Construction Contract.

g. Contractor agrees to defend, indemnify, and hold harmless Owner, its commissioners, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, for any claims by any of Contractor’s employees, laborers, materialmen, or subcontractors relating to the Construction Contract.

h. Contractor guarantees all work required and/or performed under the Construction Contract according to the terms of the Construction Contract. In addition, Contractor agrees to adhere to the warranties and representations under the Construction Contract, and further assumes all risks associated therewith and shall perform all warranty work that may be required.

i. Notwithstanding this Agreement, this Agreement does not release, waive, impair, or otherwise affect any claims relating to Contractor’s Construction Contract obligations and any claims relating to latent defects. As such, Owner reserves and retains all its rights and remedies

at law and equity against Contractor (and its surety, to the extent applicable) for damages and for corrections of any and all latent defects.

3. **Architect's Agreement.** Subject to the terms and conditions of this Agreement, Architect agrees as follows, which shall constitute the full and final settlement and satisfaction of all claims, express or implied, by Architect against Owner arising either directly or indirectly, from the Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract:

- a. Architect agrees to withdraw all claims, if any, in connection with Architect's Contract Documents.
- b. Architect agrees to decrease its final payment for all services rendered pursuant to the Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract in the amount of SIXTY-FIVE THOUSAND FOUR HUNDRED NINETY-NINE AND 20/100 DOLLARS (\$65,499.20) ("Architect's Settlement Amount"). This decrease in Architect's final payment amount will reflect a credit due by Architect to Owner in the amount of TEN THOUSAND FOUR HUNDRED FIFTY-SIX AND 12/100 DOLLARS (\$10,456.12) ("Credit"). The Credit must be paid by Architect to Owner via check payable to Seminole County no later than February 13, 2026.
- c. Architect agrees that Architect's Settlement Amount represents an equitable adjustment to Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract for all claims, including but not limited to, any changes from the Architect's Contract Documents or additional labor or fees incurred. Architect waives all rights to file any claims of any nature in connection with Architect's Contract Documents through completion of Contractor's obligations under the Construction Contract.
- d. Notwithstanding this Agreement, Architect assumes complete responsibility for all obligations under Architect's Contract Documents until completion of Contractor's obligations under the Construction Contract. Architect agrees to complete all obligations fully prior to making a request for final payment in accordance with the requirements set forth in Architect's Contract Documents.

4. **Owner's Agreement.** Subject to the terms and conditions of this Agreement, Owner agrees as follows for full settlement and satisfaction of claims against Contractor and Architect as expressly stated below:

- a. Owner agrees that the consideration of Contractor's Settlement Amount, the Architect's Settlement Amount, and Credit are and shall be deemed full and final satisfaction of any and all claims under the Construction Contract and Architect's Contract Documents against Contractor and Architect relating to an extension of time, fees, changes in the work, delay damages (such as, liquidated damages, third-party Owner's representative fees, Architect fees, and utility costs), and withholding of retainage, as any of the foregoing may be applicable to the respective Party.

5. **Dispute**. If a dispute arises under this Agreement, the alleging Party must provide notice to the other Parties requesting an informal meeting in accordance with Section 11 (“Notice”) of this Agreement. If a dispute between the Parties cannot be resolved by an informal meeting within twenty-one (21) calendar days, excluding Owner-observed holidays, of the delivery of such notice, unless mutually agreed upon in writing to be extended by the Parties, the Parties must mediate such dispute. Each Party must share equally in the costs for mediation and must mutually agree to a Florida certified mediator and the location for mediation. The requirement to mediate is a condition precedent to filing a lawsuit.

6. **No Admission of Liability**. The Parties agree that this Agreement is not an admission of liability by any Party but is rather a compromise of disputed claims and liability, the express purpose of which is to settle existing claims relating to time and fees, preclude any additional claims, and avoid the uncertainties and costs of litigation.

7. **Mutual Release**. EFFECTIVE UPON FULL EXECUTION OF THIS AGREEMENT, THE PARTIES EXPRESSLY, RELEASE, RENOUNCE, ACQUIT AND FOREVER DISCHARGE EACH OTHER AND EACH OF THEIR RESPECTIVE COMMISSIONERS (AS APPLICABLE), OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, ASSIGNS, INSURERS, LENDERS, SERVICERS, PARTICIPANTS, PARTNERS, MEMBERS, SHAREHOLDERS, HEIRS, EXECUTORS, ADMINISTRATORS AND TRUSTEES FROM AND AGAINST ANY AND ALL CHARGES, CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, LIABILITIES OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER, WHETHER IN LAW OR EQUITY, FOR DAMAGES OF EVERY KIND, CHARACTER OR DESCRIPTION, LOSSES, COSTS, EXPENSES, ATTORNEY’S FEES, PENALTIES, COMPENSATION, CONSEQUENTIAL DAMAGES OR ANY OTHER THING WHATSOEVER PRESENTLY KNOWN OR UNKNOWN, FIXED OR CONTINGENT, FROM THE BEGINNING OF TIME TO AND INCLUDING THE DATE OF THE EXECUTION OF THIS AGREEMENT, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE EXPRESS PROVISIONS OF THIS AGREEMENT.

8. **Non-Disparagement**. Each Party agrees that, unless required to do so by a court of law in Florida, the representatives of each Party and the Party itself will not make any disparaging statements or representations irrespective of the means of transmission (e.g., by means of references or social media), either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about any other Party or any person or entity affiliated with the other Party. For purposes of this section, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates. This non-disparagement provision is material to this Agreement, and its violation shall constitute a breach of this Agreement.

9. **Limited No Bid Period for Contractor**. The Contractor agrees not to submit any bids or proposals to the Owner for a period of five (5) years from the Effective Date.

10. **No Waiver of Sovereign Immunity.** This Agreement is not to be construed as a waiver by Owner of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

11. **Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days, excluding Owner-observed holidays, after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the respective Party may have specified by written notice to all Parties delivered according to this Section:

As to Owner:

Attention: Fleet and Facilities Director
205 W. County Home Road
Sanford, Florida 32773

With a Copy to:

Attention: County Attorney's Office
1101 E. First Street, Suite 3030
Sanford, Florida 32771

As to Contractor:

Attention: Jose Torrens, Vice President
3361 Rouse Road, Suite 135
Orlando, Florida 32817

With a Copy to:

CIC Construction Group USA, LLC
P.O. Box 29726
San Juan, Puerto Rico 00929-0726

As to Architect:

Attention: Daniel C. Laggan, Managing Partner
Schenkel & Shultz, Inc.
834 Orange Avenue
Winter Park, Florida 32789

12. **Construction.** The Parties participated in the drafting and preparation of this Agreement and each Party had the opportunity to seek and rely upon the legal advice of attorneys of their choosing. Therefore, the Agreement shall not be construed in favor of or against any Party on the basis that such Party did or did not draft this Agreement.

13. **Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

14. **Entirety of Agreement.** The Owner, Contractor, and Architect hereby represent that this Agreement, including all documents incorporated herein by reference (including, but not limited to, the Construction Contract, all its attachments, and any and all documents incorporated into the Construction Contract) constitutes the complete agreement between the Parties hereto. No oral understanding shall constitute any portion hereof.

15. **Authority.** The Parties hereto warrant that they are authorized to execute this Agreement on behalf of their respective entities.

16. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto. The Parties do not intend by any provision hereof to create any third-party beneficiaries or to cover any benefit upon or enforce rights hereunder or otherwise upon anyone other than the Parties hereto.

17. **Modifications.** No change, addition, alteration, or amendments can be made to this Agreement unless made in writing and signed by all Parties to the Agreement.

18. **Governing Law, Jurisdiction, Venue, and Jury Trial Waiver.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

19. **Multiple Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original.

20. **Headings.** The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement, or any provisions hereof.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

WITNESSES

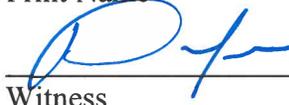
CIC CONSTRUCTION GROUP USA, LLC



Witness

Damaris Encarnacion

Print Name



Witness

Paolo Lizarray

Print Name

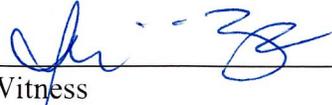
By: 

JOSE TORRENS, Vice President

Date: *1/7/2026*

WITNESSES

SCHENKEL & SHULTZ, INC.



Witness

Mrs Zayas

Print Name



Witness

Jordan Kager

Print Name

By: 

DANIEL C. LAGGAN, Managing Partner

Date: 1/6/2025

ATTEST

SEMINOLE COUNTY

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
_____, 20____, regular meeting.