

CONSTRUCTION CONTRACTS

16. Award CC-1416-06/BLH – Construction of Seminole County Fire Station #13 to Mulligan Constructors, Inc. of Winter Garden (\$1,991,000.00).

CC-1416-06/BLH will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of Seminole County Fire Station #13 to be located at 3498 East Semoran Boulevard, Apopka, Florida 32703.

The project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Amy Rossi, Program Manager, Scott Werley, Construction Manager, and James Van Wormer, Lieutenant, reviewed the responses. Consideration was given to the bid price, qualifications, and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Mulligan Constructors, Inc., in the amount of \$1,991,000.00. The completion for this project is 210 days substantial completion plus 30 days to Final, for a total contract time of 240 calendar days from the issuance of the Notice to Proceed by the County.

As discussed during the FY2006/07 budget work sessions, the Fire Station #13 project started with the acquisition of land in 2004, followed by design; with the construction phase pending final movement of certain utility lines by the former property owner. This is a budgeted project, and funds will be available through the BAR that runs in conjunction with the award for account number 056100.560650 and account number 123000.560650, CIP#00179301. Public Safety Department/EMS/ Fire/Rescue Division and Fiscal Services Department / Purchasing and Contracts Division recommend the Board approve the award of CC-1416-06 to Mulligan Constructors, Inc. of Winter Garden, FL.

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

BID NUMBER: CC-1416-06/BLH
BID TITLE: Construction of Seminole County Fire Station #13

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 2

OPENING DATE: October 25, 2006 at 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Mulligan Constructors, Inc. 13350 W. Colonial Drive, Suite 320 Winter Garden, FL 34787 Jason Mulligan, President (407) 654-6523 PH (407) 654-7597 FX	Southern Building Services, Inc. 1165 E. Plant Street, Suite 9 Winter Garden, FL 34787 Jeffrey L. Sherron, President (407) 877-1108 PH (407) 877-7188 FX	Pooley Enterprises, Inc. 7131 Grand National Dr., Suite 104 Orlando, FL 32819 Richard Pooley, President (407) 363-1993 PH
Total Bid	\$1,991,000.00	\$2,134,000.00	\$2,149,995.00
Acknowledge Addenda (6)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Bid Form (Section 00100)	Yes	Yes	Yes
Public Entity Crimes (Section 00100)	Yes	Yes	Yes
Drug Free Workplace (Section 00100)	Yes	Yes	Yes
W-9 Taxpayer Form (Section 00100)	Yes	Yes	Yes
Bidder Information (Section 00160)	Yes	Yes	Yes
Experience of Bidder (Section 00160)	Yes	Yes	Yes
Non-Collusion Affidavit (Section 00300)	Yes	Yes	Yes
Nonsegregated Facility (Section 00310)	Yes	Yes	Yes
American w/Disabilities (Section 00630)	Yes	Yes	Yes

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OPENING DATE: October 25, 2006 at 2:00 P.M.

PAGE: 2 of 2

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	Weiland-Davco Corporation 416 N. Cedar St., Suite 201 Lansing, MI 48912 Craig Weiland, President (517) 372-8650 PH (517) 372-8961 FX	Johnson-Laux Construction, LLC 4502 35 th Street, Suite 500 Orlando, FL 32811 Anthony Lau, Vice President (407) 770-2180 PH (407) 770-2181 FX	Ruby Builders, Inc. P.O. Box 680099 Orlando, FL 32808 A. Jeffrey Suberman, President (407) 293-8217 PH (407) 293-6481 FX
Total Bid	\$2,250,000.00	\$2,493,000.00	\$2,539,891.00
Acknowledge Addenda (6)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Bid Form (Section 00100)	Yes	Yes	Yes
Public Entity Crimes (Section 00100)	Yes	Yes	Yes
Drug Free Workplace (Section 00100)	Yes	Yes	Yes
W-9 Taxpayer Form (Section 00100)	Yes	Yes	Yes
Bidder Information (Section 00160)	Yes	Yes	Yes
Experience of Bidder (Section 00160)	Yes	Yes	Yes
Non-Collusion Affidavit (Section 00300)	Yes	Yes	Yes
Nonsegregated Facility (Section 00310)	Yes	Yes	Yes
American w/Disabilities (Section 00630)	Yes	Yes	Yes

Tabulated and Posted by B. Hunter October 26, 2006 at 08:40 AM Eastern

Recommendation of Award: Mulligan Constructors, Inc.

Date of Award: January 9, 2007
(Revised November 14, 2006 at 11:45 AM Eastern)

Hooper, Ray

From: Hooper, Ray
Sent: Wednesday, January 10, 2007 2:43 PM
To: Coto, Cindy
Subject: CC-1416-06 (FS #13) & CC-1449-06 (Fire Training Facility)

Dear Mr. Mulligan:

We are currently preparing the January 9, 2007 agenda for project recommendations from the Purchasing & Contracts Division. In order to assure that answers to any questions or concerns that may be presented at this meeting have been ascertained, I would like to ask for your assistance with the following:

- 1) Work Load: Seminole County is prepared to recommend the award of both CC-1416-06 (FS #13) and CC-1449-06 (Fire Training Facility) to your firm. These recommendations will allow for these projects to commence concurrently. Does your firm foresee any issues with this concurrent work schedule or with meeting the established completion periods for each project?
- 2) Staffing: Does your firm foresee any issues with appropriately staffing experienced personnel for both projects? Is your firm able to provide an example of its current staff resources (i.e. list of personnel), and that of other firms that may be used for these projects (i.e. commitments from sub-contractors)?
- 3) Financial Stability: Your website indicates your firm's annual revenue as \$10 million, with the capacity to perform projects in excess of \$95 million dollars. Does your firm foresee any issues with fiscal responsibility such as financial obligations to sub-contractors for work performed during these projects?
- 4) Bonding Capacity: Since these firms will be concurrent, does your firm foresee any issues with obtaining the required Payment and Performance Bonds for each projects?

Any additional information that your firm can provide such as a financial synopsis/statement from www.hoovers.com or other documentation with regard to the overall capacity of your firm (i.e. schedule of projects for the first two quarters of 2007) would be greatly appreciated.

Thanks in advance for your assistance, Bob

Bob Hunter
Sr. Contracts Analyst
Seminole County Government
Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771

Office 407-665-7119
Fax 407-665-7956
bhunter@seminolecountyfl.gov
www.seminolecountyfl.gov

1/10/2007

Hooper, Ray

From: Hooper, Ray
Sent: Wednesday, January 10, 2007 2:43 PM
To: Coto, Cindy
Subject: CC-1416-06 (FS #13) & CC-1449-06 (Fire Training Facility)

From: Richard [mailto:rmulligan@mulliganconstructors.com]
Sent: Tuesday, December 19, 2006 1:00 PM
To: Hunter, Bob
Cc: jmulligan@mulliganconstructors.com
Subject: RE: CC-1416-06 (FS #13) & CC-1449-06 (Fire Training Facility)

Bob, the following are responses to your questions below:

Work Load: We will have no problem in providing **qualified** supervision to both projects concurrently. We are finishing up several projects and plan to have the superintendents in the office after the Board approves the project so they may review the project schedule and discuss it with selected subcontractors and to be fully involved in preconstruction work. This will allow a well coordinated project starts as soon as you are prepared to issue the Notices to Proceed and will assist in delivering the projects on schedule. Although the project schedule on Fire Station 13 is tight we are fully prepared to meet that schedule as we are on the Fire Training Facility.

Staffing: As stated above, we have no problem providing experienced superintendents to the projects. The Project Manager will be one of two partners in MCI, either Jason Mulligan or myself. We believe a partner managing our projects works better for the client in our ability to immediately make top level decisions as well as eliminates variance from our core values. The project administrator will be one of four admins which also bring excellent proven qualifications to the administration side of our projects. All in all we have no problem in providing Seminole County what we expect to be an outstanding project team on each of these two jobs. We have bought out all early subcontractors as well as those that have long lead materials. Their contracts of course are predicated on receiving an executed contract from Seminole County. Each sub has committed to providing manpower to make the schedule. With few exceptions these are subs that are past performers with our firm.

Financial Stability: We will have no financial problems. We pride ourselves with a company policy to pay subcontractors within 1 day after we are paid from owners. This is of course is based on them providing the appropriate lien releases. We do this because we can and because we believe very few other contractors do. Relationship with subs, as it is with owners, is very important to us. If requested, we will be happy to provide our June 30, 2006 financial statement.

Bonding Capacity: We have a bonding capacity of 9 million dollars with only 3 million currently used. We can provide the P & P bonds once the Board approves the project.

Hopefully this address's all your questions. If you need anything further let me know.

Richard Mulligan

MCI

407-654-6523
Fax 407-654-7597

**CONSTRUCTION AGREEMENT (CC-1416-06/BLH)
FIRE STATION #13**

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **MULLIGAN CONSTRUCTORS, INC.**, duly authorized to conduct
business in the State of Florida, whose address is 13350 W. Colonial
Drive, Suite 320, Winter Garden, Florida 34787, hereinafter called the
"CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the
State of Florida, whose address is Seminole County Services Building,
1101 East First Street, Sanford, Florida 32771, hereinafter called the
"COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual
covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. The CONTRACTOR shall complete all Work as
specified or indicated in the Contract Documents. The Work is
generally described as Construction of Fire Station #13.

The Project for which the Work under the Contract Documents is a
part is generally described as Construction of Fire Station #13.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall
mean Starmer Ranaldi Planning and Architecture, Inc., 890 Northern
Way, Suite E-1, Winter Springs, Florida 32708.

(b) "CEI" shall mean the Seminole County Engineer.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the
performance of this Agreement.

(b) The Work shall be substantially completed as described in
subsection 14.13 of the General Conditions, within two hundred ten

(210) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is ONE

MILLION NINE HUNDRED NINETY-ONE THOUSAND AND NO/100 DOLLARS (\$1,991,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Additional Retainage For Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall

be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations and studied the physical conditions at the site related to Underground Facilities; utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the

constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with

the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be Owen Hurd and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S

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

(1) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.

- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.
- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in

respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Public Safety Department
150 Bush Loop, Suite 2-138
Sanford, FL 32773

For CONTRACTOR:

Mulligan Constructors, Inc.
13350 W. Colonial Drive, Suite 320
Winter Garden, FL 34787

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312 (15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 14. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

MULLIGAN CONSTRUCTORS, INC.

Secretary

By: _____
JASON MULLIGAN, President

(CORPORATE SEAL)

Date: _____

BID FORM

AGREEMENT TITLE: Construction of Seminole County Fire Station #13
COUNTY CONTRACT NO.: CC-1416-06/BLH

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: 1,991,000⁰⁰ Numbers

ONE THOUSAND NINE HUNDRED NINETY ONE THOUSAND DOLLARS

(IN WORDS)

- I. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 .Bid Forms, including alternates and addendum, if any.

- . Public Entity Crimes
- . Drug-Free Workplace Form
- . Request for Taxpayer Number (W-9)

Section 00150 .Trench Safety Act Form

Section 00160 .Bidder Information Forms

Section 00300 .Non-Collusion Affidavit of Bidder Form

Section 00310 .Certification of Nonsegregated Facilities Form

Section 00630 .Americans with Disabilities Act Form

*ALTERNATE for Kitchen Stainless Steel Countertops: \$ 10,000⁰⁰ Numbers

TEN THOUSAND DOLLARS
WORDS

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 19th day of OCTOBER, 2006.

Mulligan Constructors, Inc.
(Name of BIDDER)

Jason Mulligan
(Signature of person signing this BID FORM)

JASON MULLIGAN
(Printed name of person signing this BID FORM)

PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS A BID BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
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.

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

County Attorney
AC/lpk
10/26/06
cc-1416