

BOARD OF COUNTY COMMISSIONERS

DATE: September 5, 2013

AGENDA ITEM NO. 9

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature

Subject:

Award of Bid: Job Order Contracting (JOC) 2013 - 2015
Bid No.: 123-0288-CP(DF)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID FOR JOB ORDER CONTRACTING (JOC) 2013 - 2015 TO THE FOLLOWING VENDORS ON THE BASIS OF BEING THE LOWEST, RESPONSIVE, RESPONSIBLE BIDS RECEIVED MEETING SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

GEC ASSOCIATES, INC. (GEC), DORAL, FLORIDA
GIBRALTAR CONSTRUCTION CO., INC (GIBRALTAR), ANNAPOLIS, MARYLAND
NEW VISTA BUILDERS GROUP, LLC (NEW VISTA), TAMPA, FLORIDA

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST.

Summary Explanation/Background:

JOC is a construction delivery system that has been utilized by the County since July 2007. More specifically, JOC provides the County with a construction delivery system utilizing multiple contractors in a structured pricing program for minor construction (small to mid range projects usually not exceeding \$500K), repair and maintenance services. Basically, JOC contractors bid an adjustment factor against a firm fixed price construction catalog developed specifically for the County by the Gordian Group (JOC consultant). When a project is required, pricing is derived from the construction catalog and is multiplied by the adjustment factor provided by each firm. JOC provides the County an expedited construction delivery method for small to medium projects which saves administrative time.

Staff, in conjunction with Gordian Group, has reviewed the bids and recommends award to GEC, New Vista and Gibraltar, the three (3) firms with the lowest adjustment factors. The initial contract term is twenty-four (24) months with each firm being awarded an amount not to exceed \$3,000,000.00. There is provision for one (1) twenty four (24) month term extension beyond the original contract period. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator grants approval.

Adjustment factors shall be updated annually to account for changes in construction costs. Base year and current year indexes are calculated by averaging the twelve (12) month Construction Cost Indices published in the Engineering News Record for the twelve (12) months immediately prior to the month of the contract date. Adjustment factors are updated and provided by Gordian Group.

Fiscal Impact/Cost/Revenue Summary:

Estimated Total Expenditure Not to Exceed: \$9,000,000.00

Funding for this project is provided by the Capital Improvement Program Project Budget and/or Operating Budget for Department users per assigned task.

Exhibits/Attachments:

Contract Review
Agreements
Bid Tabulation



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

42029

PROJECT: Job Order Contracting (JOC) 2013-2014

BID NUMBER: 123-0288-CP(DF)

REQ. NUMBER:

TYPE: ☒ **Purchase Contract** ☐ **Other:** ☐ **Construction-Less than \$100,000** ☐ **One Time**

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 37 - 38 **PRODUCT ONLY** ☐

This is an annual contract. Estimated Annual Expenditure: \$4,500,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director D. Fechter, PA	4/13/13 4/12/13	[Signature]	Needs Work - Adjustment Factor should be fixed per term.	[Initials]
2.	<u>Real Estate Mgmt. Dept.</u> Paul Sacco, Director Tom Borawski, PM	4/16 4/15	[Signature] TJB	SEE IN RED	[Initials]

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

Rec'd 4/17	3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	4/18/13	VEH	See ins. Requirements	HIGH RISK NOT HIGH RISK
	4.	<u>BCC Finance</u> Attn: Cassandra Williams	4/23/13	[Signature]		
	5.	<u>Legal</u> Attn: Michelle Wallace	4/24/13	MW	Agreements Attached	
	6.	<u>Asst. County Administrator</u> Attn: M. Woodard	4/25/13	[Signature]	Not other way JOC user should they be involved in Review -> I'd like to see an analysis showing	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: D. Fechter, PA

at Extension 3154

In order to meet the following schedule, please return your requirements to Purchasing by: **April 10, 2013**

TENTATIVE DATES

Bid Mail Out: April 19, 2013

Bid Opening: May 21, 2013

Purchasing Director Approval: May 30, 2013

Revised 10/2012

Not a 2 step process,
we use our pre-qual building category
general contractors

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

GEC ASSOCIATES, LLC

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

9487 NW 12th STREET
DORAL, FLORIDA 33172

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract. The Maximum Contract Term Value that may be ordered in any one term is:

\$ 3,000,000.00

The Contract Term is twenty-four (24) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Contract contemplated under **Bid Title: Job Order Contracting (JOC) 2013-2015, Bid No: 123-0288-CP (DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of

this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.

- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Contract, and the payment of such sum shall be secured as provided for therein.
- D. That the Contractor and each subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering Work under this Contract, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Contract.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Contract Documents, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Contract shall in any case release either the Contractor or its surety of any liability under the Contract and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Contract by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Contract. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Contract and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. To accept all Job Orders and to perform any Task appearing in the Construction Task Catalog®. The Contractor does not have the right to refuse a Job Order or a Task.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Detailed Scope of Work completed, as follows:

The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours Construction in Non-Secure Areas 7:00 am to 7:00 pm Monday to Friday:

1	.	0	3	0	0
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Other Than Normal Working Hours Construction in Non-Secure Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

1	.	0	3	2	5
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Normal Working Hours Construction working in Secured Areas 7:00 am to 7:00 pm Monday to Friday:

1	.	0	4	0	0
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Other Than Normal Working Hours Construction working in Secured Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

1	.	0	4	5	0
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Non-Prepriced Work Task Adjustment Factor:

1	.	0	4	0	0
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For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the

Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved by the County's Project Manager or his designee.
 - B. The County's Project Manager shall represent the County insofar as prosecution of the Work, and interpretation of the Detailed Scopes(s) of Work, Plans and Specifications are concerned, and that no payments shall be made by the County under this Contract except upon the certificate of the proper County designee.
 - C. This Contract shall be interpreted under and its performance governed by the laws of the State of Florida.
 - D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Contract.
 - F. Should any provision of this Contract be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
 - G. The Detailed Scope(s) of Work, and not the Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work.
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Contract:

ADDENDA (if applicable)

VOLUME I, PROJECT MANUAL

VOLUME II, CONSTRUCTION TASK CATALOG®

VOLUME III, TECHNICAL SPECIFICATIONS

JOB ORDERS, DETAILED SCOPES OF WORK AND REQUESTS FOR PROPOSALS

5. This Contract shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chairman

Date

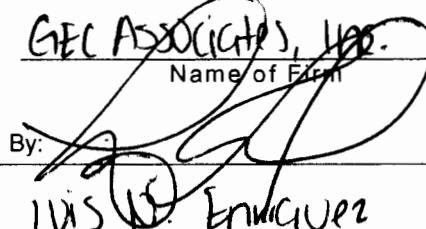
ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:
Deputy Clerk

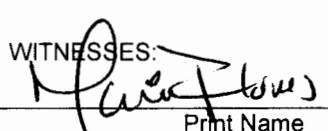
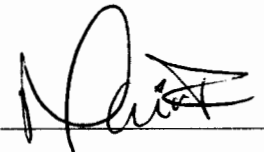
Approved as to Form


By:
Office of the County Attorney

GEC ASSOCIATES, LLC.
Name of Firm

By: 
Luis Enriquez
Print Name
President
Title

ATTEST:
Luis Tavares 
Print Name
Chief Operating Officer
Title

WITNESSES:
 
Print Name
9487NW 12 St - Doral, FL 33172
Business Address

 Harold Sanchez
Print Name
9487NW 12 St - Doral, FL 33172
Business Address

235579

Contractor's Registration or Certification
No. issued by the State of Florida
CORPORATE SEAL

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

GIBALTAR CONSTRUCTION COMPANY, INC.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

42 HUDSON STREET
ANNAPOLIS, MARYLAND 21401

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract. The Maximum Contract Term Value that may be ordered in any one term is:

\$3,000,000.00

The Contract Term is twenty-four (24) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued and for and in consideration of such sums, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Contract contemplated under **Bid Title: Job Order Contracting (JOC) 2013-2015, Bid No: 123-0288-CP (DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of

this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.

- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Contract, and the payment of such sum shall be secured as provided for therein.
- D. That the Contractor and each subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering Work under this Contract, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Contract.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Contract Documents, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Contract shall in any case release either the Contractor or its surety of any liability under the Contract and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Contract by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Contract. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Contract and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

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Pinellas County Board of County Commissioners
P. O. Box 2438
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Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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Normal Working Hours Construction in Non-Secure Areas 7:00 am to 7:00 pm Monday to Friday:

1	.	0	9	0	0
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Other Than Normal Working Hours Construction in Non-Secure Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

1	.	0	9	0	0
---	---	---	---	---	---

Normal Working Hours Construction working in Secured Areas 7:00 am to 7:00 pm Monday to Friday:

1	.	1	0	0	0
---	---	---	---	---	---

Other Than Normal Working Hours Construction working in Secured Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

1	.	1	0	0	0
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Non-Prepriced Work Task Adjustment Factor:

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---	---	---	---	---	---

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- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved by the County's Project Manager or his designee.
 - B. The County's Project Manager shall represent the County insofar as prosecution of the Work, and interpretation of the Detailed Scope(s) of Work, Plans and Specifications are concerned, and that no payments shall be made by the County under this Contract except upon the certificate of the proper County designee.
 - C. This Contract shall be interpreted under and its performance governed by the laws of the State of Florida.
 - D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Contract.
 - F. Should any provision of this Contract be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
 - G. The Detailed Scope(s) of Work, and not the Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work.
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ADDENDA (if applicable)

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VOLUME II, CONSTRUCTION TASK CATALOG®

VOLUME III, TECHNICAL SPECIFICATIONS

JOB ORDERS, DETAILED SCOPES OF WORK AND REQUESTS FOR PROPOSALS

5. This Contract shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chairman

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to Form

By: _____
Office of the County Attorney

Gibraltar Construction Company Inc
Name of Firm

By: _____

Matthew Mitchell

Print Name

Vice President.

Title

ATTEST: _____

Doug Fach

Print Name

Vice President.

Title

WITNESSES: _____

Elizabeth Fravel

Elizabeth Fravel

Print Name

42 Hudson St Ste 107 Annapolis MD

Business Address

M. Denise Housley

Print Name

42 HUDSON ST. STE-107
Business Address ANNAPOLIS MD 21401

CGC034103 or F93000000814

Contractor's Registration or Certification

No. issued by the State of Florida

CORPORATE SEAL

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

NEW VISTA BUILDERS GROUP, LLC

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

4906 N. MANHATTAN AVENUE
TAMPA, FLORIDA 33614

herein after designated the CONTRACTOR,

WITNESSETH:

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract. The Maximum Contract Term Value that may be ordered in any one term is:

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1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Contract contemplated under **Bid Title: Job Order Contracting (JOC) 2013-2015, Bid No: 123-0288-CP (DF)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence work and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of

this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.

- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Contract, and the payment of such sum shall be secured as provided for therein.
- D. That the Contractor and each subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering Work under this Contract, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Contract.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off a Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Contract Documents, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Contract shall in any case release either the Contractor or its surety of any liability under the Contract and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Contract by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Contract. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Contract and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

- M. To accept all Job Orders and to perform any Task appearing in the Construction Task Catalog®. The Contractor does not have the right to refuse a Job Order or a Task.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Job Order Amount for each Detailed Scope of Work completed, as follows:

The Job Order Amount shall be calculated using the applicable quantities, Unit Prices published in the Construction Task Catalog® and the following Adjustment Factors:

Normal Working Hours Construction in Non-Secure Areas 7:00 am to 7:00 pm Monday to Friday:

1	.	0	8	0	0
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Other Than Normal Working Hours Construction in Non-Secure Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

1	.	0	8	0	0
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Normal Working Hours Construction working in Secured Areas 7:00 am to 7:00 pm Monday to Friday:

1	.	1	0	0	0
---	---	---	---	---	---

Other Than Normal Working Hours Construction working in Secured Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

1	.	1	0	0	0
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Non-Prepriced Work Task Adjustment Factor:

1	.	0	5	0	0
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For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the

Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Contract Documents pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved by the County's Project Manager or his designee.
 - B. The County's Project Manager shall represent the County insofar as prosecution of the Work, and interpretation of the Detailed Scope(s) of Work, Plans and Specifications are concerned, and that no payments shall be made by the County under this Contract except upon the certificate of the proper County designee.
 - C. This Contract shall be interpreted under and its performance governed by the laws of the State of Florida.
 - D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Contract.
 - F. Should any provision of this Contract be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
 - G. The Detailed Scope(s) of Work, and not the Proposal(s), shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work.
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Contract:

ADDENDA (if applicable)

VOLUME I, PROJECT MANUAL

VOLUME II, CONSTRUCTION TASK CATALOG®

VOLUME III, TECHNICAL SPECIFICATIONS

JOB ORDERS, DETAILED SCOPES OF WORK AND REQUESTS FOR PROPOSALS

5. This Contract shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chairman

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:
Deputy Clerk

Approved as to Form

By:
Office of the County Attorney

New Vista Builders Group, LLC
Name of Firm

By:

MATTHEW GALLISON
Print Name

PRESIDENT
Title

ATTEST:

LARRY FERNANDEZ
Print Name

VIC PRESIDENT
Title

WITNESSES:

Mary K. Hughes
Print Name

4906 N. Manhattan Ave, Tampa 33614
Business Address

Mark Loser
Print Name

4906 N. MANHATTAN AVE. TAMPA 33614
Business Address

604000073470

Contractor's Registration or Certification

No. issued by the State of Florida

CORPORATE SEAL

PINELLAS COUNTY GOVERNMENT, FLORIDA Cost Proposal Bid Tabulation Bid Name: Job Order Contracting (JOC) 2013 - 2015 Bid Number: 123-0288-CP(Df) Date & Time Due: June 18, 2013		
Item No.	Description	Combined Adjustment Factor
1	GEC Associates, Inc.	1.0338
2	New Vista Builders Group, LLC	1.0810
3	Gibraltar Construction Co., LLC	1.0920
4	J.O. DeLotto and Sons, Inc.	1.1260
5	Caladesi Construction Company	1.1260
6	Kenyon & Partners, Inc.	1.1327
7	The Hayes Construction Company	1.1560
8	WPC Industrial Contractors, LLC	1.2480
9	Creative Contractors, Inc.	1.3362