

CITY OF FORT PIERCE *Florida*



PURCHASING DEPARTMENT
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480

TEL: (772) 467-3000
FAX: (772) 467-3848
www.cityoffortpierces.com

August 24, 2016

Mr. Paul Danforth, Regional Vice President
GFA International, Inc.
521 NW Enterprise Drive.
Port St. Lucie, FL 34986

RE: RFP No. 2014-017~ Alternative Plans Examiners & Inspectors

Dear Mr. Danforth:

This is official notification to your firm that the CITY OF FORT PIERCE has agreed to extend your current contract with the CITY OF FORT PIERCE for Alternative Plans Examiners & Inspectors a period of twelve months beginning October 1, 2016 and ending on September 30, 2017. This represents the second of two (one-year) renewal options. This extension is granted under the same terms and conditions as the original contract for a total award not to exceed \$90,000.00. Purchase Order will be sent to you under a separate cover which covers this renewal period.

Please sign below to indicate acceptance and return by fax (772-467-3848) to my attention no later than August 31, 2016 and mail hard copy. We will need your Certification of Liability, Property Damage and Worker's Compensation. In addition, we will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy (See attached samples). Certificates of Insurance must be completed as follows: Certificate Holder – City of Fort Pierce, Attn: Procurement Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability – City of Fort Pierce and its officials, officers and employees.

August 24, 2016
Date

Georgia Montgomery
Georgia Montgomery, Purchasing Specialist
CITY OF FORT PIERCE

9/30/16
Date

CONTRACTOR:
GFA INTERNATIONAL DBA LM ENGINEERING
Thomas Montano
Signature

Branch Manager
Title

/gm
cc: Marc Meyers, Building Official
Kristie Kirstein, Senior Permit Specialist



Fort Pierce, Leading Engineering Solutions

February 3, 2014

City of Fort Pierce
Attention: Mr. Marc Meyers, Building Official
100 North US Highway 1
Fort Pierce, Florida 34954
Phone: (772) 460-2200 ext. 204
mmeyers@city-ftpierce.com

**RE: Consultant Agreement
Plan Review and Building Inspection Services
City of Fort Pierce – Building Department
City of Fort Pierce, St. Lucie County, Florida
GFA Proposal No.: 14-0267.00**

Dear Mr. Meyers:

Pursuant to our discussion regarding establishing a consultant agreement between GFA International, Inc. (GFA) and the City of Fort Pierce for Plan Review and Building Inspection services, we herein provide you with GFA's current executed contract with Town of Jupiter which was negotiated through the Consultant Competitive Negotiation Act (CCNA) process per FS 287.055. GFA understands that it is the city's desire to "piggy-back" off this contract in accordance with FS 287.056.

Kindly review the attached document and contact my office with any questions.

Sincerely,
GFA International, Inc.

Anthony Macaluso
Branch Manager

Attachment: Agreement between Town of Jupiter and GFA International (Dated 09/03/2013)

Project # 13.1446.00

BLD001-2013/DG

CONTRACT BETWEEN THE
TOWN OF JUPITER
AND
GFA International, Inc.

THIS CONTRACT, made this 3rd day of September, 2013, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and GFA International, Inc., 521 NW Enterprise Drive; Port St. Lucie, Florida 34986, State of Florida Corporation, hereinafter designated as "GFA International".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such powers and responsibilities as are enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide services including Plan Review, Inspection Services and Permit Technicians; and

WHEREAS, the TOWN solicited and received bids on July 17, 2013 for the Plan Review, Inspection Services and Permit Technicians, Palm Beach County, Florida; and

WHEREAS, GFA International has responded to the TOWN'S solicitation and GFA International is qualified and willing to provide said services; and

WHEREAS, the TOWN has found GFA International's response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and GFA International in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

GFA International shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the services in accordance with the

CONTRACT BLD001-2013/DG entitled Plan Review, Inspection Services and Permit Technicians.

GFA International shall provide the TOWN with a copy of any necessary licenses and business tax receipts to do business in the Town as a Plan Review, Inspection Services and Permit Technicians prior to providing services to the Town.

2. TERM

The Term of this CONTRACT shall commence upon the parties execution of the CONTRACT.

3. CONSIDERATION

The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing. GFA International shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services to the Town which are described in **Exhibit "A"** entitled "Scope of Work & Services to be Provided by VENDOR", and which **Exhibit "A"** is incorporated by reference as if fully set forth herein. The requirements contained in the attached **Exhibit "A"** are in addition to, any other performance requirements relative to the Scope of the Services and the Work to be performed by GFA International which are contained in the RFP BLD001-2013/DG, which are incorporated herein by reference in addition to the foregoing description of the required services.

The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by GFA International, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of GFA International, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

5. INDEMNIFICATION

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, GFA International shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with GFA International, its subcontractors, its agents, or employees, and committed in connection with GFA International's performance, of any services performed hereunder.

GFA International shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, , ordinance of regulation by GFA International, its agents or employees.

6. GOVERNING LAW / VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

7. AMENDMENTS

This contract may be amended only by a written amendment executed by the parties.

8. ASSIGNMENT

GFA International shall not assign, delegate, or otherwise transfer its rights and

obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

9. ATTORNEY FEES

If either party is required to initiate a legal action, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. INDEPENDENT CONTRACTOR

GFA International is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND GFA International , its employees or , during or after the performance of this CONTRACT.

11. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify GFA International of such occurrence and the CONTRACT may be terminated by the TOWN without penalty or expense to the TOWN.

12. RIGHT TO AUDIT

The TOWN reserves the right to audit GFA International's records as such records relate to the services and the CONTRACT between the TOWN and GFA International. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of GFA International which are related to its services to the TOWN in accordance with the schedule for preservation of public records as prescribed by law.

Audits:

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. COMPLIANCE WITH LAWS

GFA International, its employees and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise GFA International, upon request as to such laws of which it has present knowledge.

14. PUBLIC RECORDS

GFA International shall comply with the Florida public records laws codified at Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements.

15. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. GFA International recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

16. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize GFA International, for all work of this type, which may develop during the CONTRACT term. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

17. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Roger C. Held, B.O.

Building Department Director
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

521 NW ENTERPRISE DR.
PORT. ST. LUCIE, FL 34986

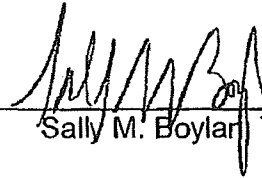
18. SEVERABILITY

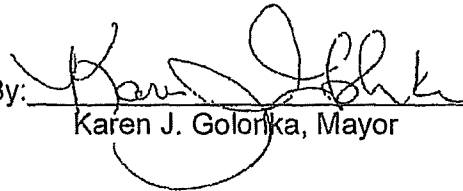
Should any part, term or provision of this CONTRACT be determined by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

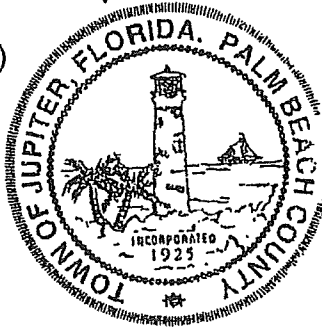
ATTEST

THE TOWN OF JUPITER

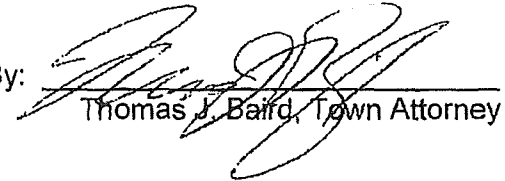
By: 
Sally M. Boylan, Town Clerk

By: 
Karen J. Golonka, Mayor

(TOWN SEAL)

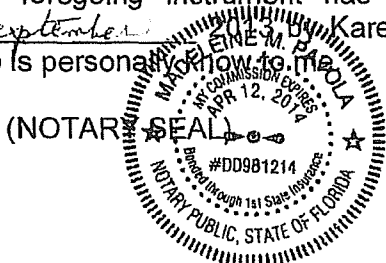


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 11th day of September, 2013, by Karen J. Golonka, as Mayor of the Town of Jupiter, and who is personally known to me.



Madeleine M. Pavola
Notary Public, State of Florida

ATTEST

By: [Signature]

GFA INTERNATIONAL, INC.

By: [Signature]
Printed Name: Paul H. Darforth
Title: REGIONAL V.P.

STATE OF FLORIDA
COUNTY OF

The foregoing instrument has been acknowledged before me this 13TH day of September 2013 by Paul H. Darforth, as Regional V.P. of GFA INTERNATIONAL, INC. He/she is personally know to me or has produced Pictured ID as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida

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NOTARY PUBLIC-STATE OF FLORIDA
Sharon L. Pickett
Commission # DD977884
Expires: APR. 01, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

TOWN OF JUPITER

RFP-BLD001-2013/DG

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
1.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. Perform inspection services excluding natural disaster events. FULL TIME INSPECTOR	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
2.	Per Person: Perform inspection services during natural disaster events. FULL TIME INSPECTOR	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
3.	Per Person: Perform inspection services excluding natural disaster events in excess of 40 Hr. per week. FULL TIME INSPECTOR	BLDG	\$ 83.00 PER HOUR
		M, E, or P	\$ 83.00 PER HOUR
		1+2 FAMILY	\$ 83.00 PER HOUR
		MULTI	\$ 95.00 PER HOUR
4.	Per Person: Perform inspection services excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR

Proposer: GFA International, Inc. Date: 07/16/13

TOWN OF JUPITER

RFP-BLD0001-2013/DG

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
5.	Per Person: Perform inspection services during natural disaster events. AS NEEDED BASIS	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
6.	Per Person: Review and process construction plans for obtaining building permits excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
7.	Per Person: Review and process construction plans for obtaining building permits during natural disaster events. AS NEEDED BASIS	BLDG	\$ 59.00 PER HOUR
		M, E, or P	\$ 59.00 PER HOUR
		1+2 FAMILY	\$ 59.00 PER HOUR
		MULTI	\$ 68.00 PER HOUR
8.	Per Person: Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	BLDG	\$ 83.00 PER HOUR
		M, E, or P	\$ 83.00 PER HOUR
		1+2 FAMILY	\$ 83.00 PER HOUR
		MULTI	\$ 95.00 PER HOUR

Proposer: GFA International, Inc. Date: 07/16/13

TOWN OF JUPITER

RFP-BLD0001-2013/DG

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
9.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. AS NEEDED BASIS PERMIT TECHNICIANS	\$ 34.00 PER HOUR

Proposer: GFA International, Inc. Date: 07/16/13

