

**PIGGYBACK AGREEMENT
PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 4.3**

Piggyback Contract Information

Contract Name/Description: **College Wide Roof Repair and Replacement Services**
Lead Contracting Agency: **Florida State College at Jacksonville**
Contract No.: **2009C-14**
Vendor/Awardee: **BBG Contracting Group Inc.**
Award/Contract Date: **January 12, 2009/February 1, 2009**
Term: **February 1, 2009 - January 31, 2011; Extension February 1, 2011 – January 31, 2013**

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "County" and the Vendor, referenced above.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency entered into an agreement, hereinafter referred to as "Piggyback Agreement", with Vendor to provide goods and services; and

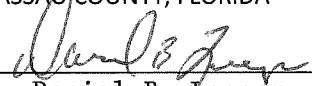
WHEREAS, the Nassau County Purchasing Policy, Ordinance 2009-09, allows piggybacking for the same commodity or service; and

WHEREAS, the parties desire to contract with Vendor under the terms of the Piggyback Agreement;


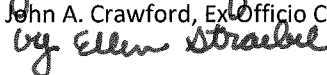
NOW, THEREFORE, the parties agree as follows:

1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.
2. Notwithstanding any other provision of the piggyback contract to the contrary:
 - a. The term of this agreement shall be two (2) years beginning February 1, 2011 and ending January 31, 2013. This Agreement shall have the option to be extended for up to one (1) additional term of two (2) years, or a total of 4 years; during which term total purchases may/shall not exceed \$50,000.00 unless approved by the Nassau County Board of County Commissioners.

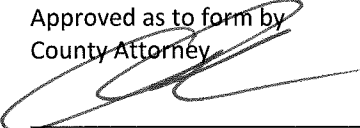
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


By: Daniel B. Leeper
Its: Chair (or designee)

ATTEST TO CHAIR'S SIGNATURE (if applicable)


John A. Crawford, Ex Officio Clerk
by 

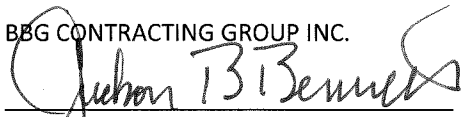
Approved as to form by
County Attorney

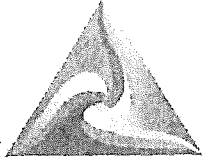


David A. Hallman

MES
05-15-13

BBG CONTRACTING GROUP INC.


By: Judson B. Bennett
Its: President
Address: 10562 New Kings Road
Jacksonville, FL 32219



FLORIDA STATE COLLEGE
AT JACKSONVILLE

OCT 22 2010

October 19, 2010

Mr. Judson B Bennett
BBG Contracting Group Inc
10562 New Kings Road
Jacksonville, FL 32219

RE: 2009C-14 COLLEGE WIDE ROOF REPAIR AND REPLACEMENT SERVICES

Dear Mr. Bennett:

This is to advise that Florida State College at Jacksonville District Board of Trustees has approved a two year extension of the referenced contract under the same prices, terms and conditions to your firm for the period of February 1, 2011 through January 31, 2013. Purchase order(s) will be issued by the College providing specific instructions for delivery, invoicing, etc.

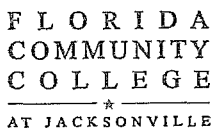
Please call Mr. Tony Carter, (904) 632-3086 if you have any questions in this regard. Thank you for your cooperation.

Sincerely,

Anthony Carter
Purchasing Construction
Contract Coordinator

/aw

cc: File 2009C-14
R McEwen J Brede
R Dowling Z Bozic
W Jacobs R Harden
M Pica



January 21, 2009

Mr. Judson B Bennett
BBG Contracting Group Inc
10562 New Kings Road
Jacksonville, FL 32219

**RE: NOTICE OF AWARD FOR REQUEST FOR PROPOSAL FCCJ 2009C-14 COLLEGE WIDE ROOF
REPAIR AND REPLACEMENT SERVICES**

Dear Mr. Bennett:

The Florida Community College at Jacksonville District Board of Trustees has awarded your company an indefinite use contract for College wide roof repairs and replacement services at its meeting of January 12, 2009.

Enclosed you will find a fully executed contract FCCJ 2009C-14 authorizing you to do work on this contract beginning February 1, 2009.

This contract will cover the initial period of February 1, 2009 through January 31, 2011 and include all terms and conditions as outlined in your response to FCCJ 2009C-14. dated November 12, 2008. The resultant contract will additionally include the options to renew for (2) two additional (2) year terms based upon continued need, adequate continued funding from the State of Florida Legislature, satisfactory performance, satisfactory rates as determined by the College, mutual agreement and FCCJ Administration approval.

You have submitted the necessary document to include signed contract, insurance certificate listing the District Board of Trustees as additionally insured, a letter from your surety company providing the required fidelity bond and all required licenses.

Should you have any questions concerning this matter, please feel free to contact Dennis Blank at any time at (904)632-3301.

Sincerely,


Dennis Blank
Purchasing Manager

cc: File 2009C-14
R McEwen J Brede
R Dowling T Jordan
W Jacobs R Harden
M Pica

**College Wide Roof Repair and Replacement Services
Agreement # 2009C-14
Between
Florida Community College at Jacksonville
And BBG Contracting Group Inc.**

- 1.00 This contract #2009C-14 hereinafter referred to as "Agreement", is made this 20th day of January, 2009, by and between Florida Community College at Jacksonville with its principle address at 501 West State Street, Jacksonville, FL 32202-4068, a political subdivision of the State of Florida, hereinafter referred to as "Owner" and BBG Contracting Group Inc. with its principle address at 10562 New Kings Road, Jacksonville, Florida 32219, , a private for profit corporation, Federal ID# 59-3431360 hereinafter referred to as "Contractor".
- 2.00 **WITNESS:**
Whereas "OWNER" has four (4) campuses in Duval county; and whereas "OWNER" issued a Request for Proposal number 2009C-14 for College Wide Roof Repair and Replacement Services and whereas "CONTRACTOR" submitted a written formal Request for Proposal 2009C-14 on 10/28/08 and whereas "OWNER" evaluation committee has reviewed submission(s) received and recommends for contract "CONTRACTOR" as the top ranked proposer and now therefore, for and in consideration of the mutual covenants, agreements, and conditions herein, and in "OWNER's" Request for Proposal number 2009C-14 and "CONTRACTOR's" proposal # 2009C-14 which are attached and incorporated by reference as "Exhibit A", it is mutually agreed by and between the parties as follows:
- 3.00 **TERM:**
This Agreement shall commence on February 1, 2009 after both parties authorized officers sign this Agreement and will continue for 24 months until January 31, 2011 as the "initial" term of this Agreement. This Agreement shall have the option to be extended for up to two (2) additional terms of two (2) year(s) each, or up to a total of 6 years. Extension of each contract term is subject to mutual agreement, continued need, satisfactory performance, same terms and conditions. Continuation of this agreement beyond any fiscal year end (i.e., June 30th) is subject to continued adequate appropriation to "OWNER", by the State of Florida Legislature.

4.00 **CONTROLS:**

"CONTRACTOR" shall provide roofing repairs and replacement services at individual "OWNER'S" campuses/centers as deemed necessary by the administration of the individual campuses and centers through issuance of College PO's. The resultant contract will establish a 24 month indefinite quantity use contract to provide these services at a fixed multiplier using the latest RS Means data adjusted for the Jacksonville, Florida market for the initial contract period as needed.

Projects are limited to \$250,000 per project with a maximum contract value of \$3,000,000 or 6 years (initial 2 year term plus 2 additional 2 year renewals) whichever comes first.

If "CONTRACTOR" desires to renew the contract, it shall provide the "OWNER" written notice of its desire to renew at proposed renewal rates no later than 90 days prior to contract expiration date.

If the "OWNER" desires to renew this contract, it will provide written notice to the contractor no later than sixty (60) days prior to the contract expiration date to begin renewal term negotiations

Notwithstanding the foregoing, "OWNER" shall have no obligation to issue purchase orders, if the "CONTRACTOR" is in default or breach under this Contract; the Florida Legislature fails to appropriate or allot necessary funds; or "OWNER" is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the "OWNER", regardless of whether such causes was reasonably anticipatable; or if "CONTRACTOR" fails, declines, or is unable to perform any of the work described by any Purchase Order or statement of work agreed to by "OWNER" during the term of this contract.

Include a minimum one (1) year warranty parts & labor on satisfactory work performed during which time CONTRACTOR will repair/replace defective/malfunctioning work completed.

CONTRACTOR shall maintain all records, quotes, invoices, and associated documentation for a period not less than 3 years and make available to the College or its auditors at no cost access to said quotes, documents, records, etc.

5.00 DEFAULT:

- (a) The following shall constitute events of default hereunder:
(i) "CONTRACTOR" shall:

(A) make an assignment for the benefit of creditors or authorizes, initiates or consents to the initiation against it of any proceeding for a moratorium or for relief under the United States Bankruptcy Code or any similar state law or otherwise procures a stay of enforcement against it of creditors' remedies generally, or

(B) (i) terminates its business or otherwise ceases to function as an on-going concern, (ii) "CONTRACTOR" shall default in the timely remitting of any service herein required; (iii) "CONTRACTOR" shall fail to maintain at all times required insurance policies as defined herein or lost performance bonding capacity, (iv) "CONTRACTOR" shall fail to perform any of the other terms, conditions, covenants or provisions herein contained on the part of "CONTRACTOR" to be performed, and said failure of performance shall remain uncured for a period of fifteen (15) days after written demand for performance by "OWNER"; (v) "CONTRACTOR" shall fail to perform any term, covenant, condition or provision herein contained on the part of "CONTRACTOR" to be performed (except for factors beyond the control of "CONTRACTOR"); or (vi) the occurrence of an event of default by "CONTRACTOR" pursuant to any other Agreement by and between "OWNER" and "CONTRACTOR". Upon 14 days of uncorrected event of default, "OWNER", in addition to all other remedies available to it in law or in equity, may by written notice to "CONTRACTOR" terminate this agreement without penalty or additional cost beyond the date of termination with 7 days written notice.

5.10 TERMINATION:

In addition to termination provisions based on default defined above, either party shall retain the right to terminate this contract without cause or cost by providing 90 days written notice.

6.00 Scope of Work

The roof repair and replacement services (s) awarded under this RFP# 2009C-14 will be a unit price contract(s) for roof repairs and roof replacement of College facilities with minimal design requirements and valued at up to \$250,000 per project. Unit prices utilized for the purpose of preparing an estimate for a specific project under the resultant Contract(s), shall be those published in R. S. Means Construction Cost Data, Catalog # 60017, latest edition, land/or R. S. Means Repair and Remodeling Cost Data, Catalog # 60047, latest edition, localized for the Jacksonville area. Material, labor and equipment costs are included in the R. S. Means unit prices.

Multipliers are expressed to the third decimal place, to be applied to the unit prices of work when submitting cost proposals requested under a Project Proposal Request. Separate multipliers are to be provided for "standard" work hours and "non-standard" work hours.

Factor to be applied to the unit prices for standard work hours (6:00 am – 6:00 p.m. Monday through Friday), identified as Factor A, and non-standard work hours (all other hours), identified as Factor B.

The multiplier submitted shall include all costs for work in place, including but not limited to:

- ◆ General administrative overhead
- ◆ Fringe and benefits
- ◆ Profit
- ◆ Incidental drawings and other documentation required for permitting, etc.
- ◆ Transportation of material to the project site
- ◆ Tools and related items
- ◆ Indirect costs, (i.e., bond premiums, insurance, waste or excess materials purchases)
- ◆ Indirect labor costs, (i.e. company officers and support staff, superintendents, inspectors, projects managers, estimators, administrators, buyers, etc.)
- ◆ Employer's share of taxes such as social security and unemployment compensation
- ◆ Demolition as required
- ◆ Clean up
- ◆ Transportation of demolished materials to an approved disposal site
- ◆ Leasing of dumpsters
- ◆ Temporary screen walls and barricades
- ◆ Administrative expense to work with the College to issue tax savings direct purchase orders, where the College would retain all savings from purchases of materials/equipment > \$5,000. (See Tax Savings Agreement Attachment #1

7.00

Cost/Rates Fixed for the Initial Term: (as defined below)

Factor A - Standard working hours 6:00 am to 6:00 pm Monday through Friday, excluding national holidays

Multiplier (projects less than \$200,000) 0.80

Multiplier (projects \$200,000 - \$500,000)* .075

scri veners error per vendor BTC and FSC, A. manual

Factor B- Non-standard working hours other than 6:00 am to 6:00 pm Monday through Friday, including national holidays

Multiplier (projects less than \$200,000) .085

Multiplier (projects \$200,000 - \$500,000)* .080

* Owner requires a 100% performance and payment bond for projects greater than \$200,000

Factor C - Contractor to get 3 quotes and award to lowest responsive bidder(s) and require provided supervision less than \$200,000.00:

(1) On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) involving multiple trades, contractor will charge cost plus 10%

(2) On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) project(s) involving a single trade, contractor will charge cost plus 7.5%

Factor C - Contractor to get 3 quotes and award to lowest responsive bidder(s) and require provided supervision greater than or equal to \$200,000.00 with 100% performance and payment bond:

(3) On a Non Pre-Priced Item(s) (NPI)/ Owner Directed Item(s) (ODI) project(s) involving multiple trades, contractor will charge cost plus 12%

(4) On a Non Pre-Priced Item (s) (NPI)/Owner Directed Item(s) (ODI) projects(s) involving a single trade, contractor will charge cost plus 9.5%

Factor C - Non-pre-priced items (NPI)/Owner directed items (ODI) projects involving one single source/supplier for the entire project and do not require on site superintendents.

(5) NPI/ODI: Work > \$200,000 with 100% performance and payment bond, Contractor to obtain 3 quotes and priced at low bidder meeting specifications plus 5%.

(6) NPI/ODI: Work < \$200,000 without bonds, Contractor to obtain 3 quotes and priced at low bidder meeting specifications plus 5%

8.00 MONTHLY MEETINGS/AUDITS

A meeting consisting of management representatives from "CONTRACTOR" and campus designated point of contact will strive to meet initially to discuss the status of work and then not less than quarterly, which would include "CONTRACTOR" submitting report(s). This requirement can be adjusted as the needs of both parties dictate. This shall not prohibit more frequent meetings as desired. The intent of this agreement is to more expeditiously furnish related services to "OWNER" customers.

9.00 INVOICING

Invoicing will be done on a monthly basis off a campus based purchase order with payment by manual check on a net 30 day basis. Each invoice will site the relevant purchase order number and will be directed to that campus/center designated contact that the officer is assigned

10.00 MATERIAL SUPPLIES AND EQUIPMENT OWNERS SALES TAX EXEMPTION

CONTRACTOR shall include in solicitations of subcontractor bids the Colleges special condition #26.00 (see attachment "A") regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. CONTRACTOR from time to time would recommend to the College that it purchase raw materials directly on an OWNER PO net of sales tax by submitting a tax agreement signed by the subcontractor and a completed manual Requisition for tax saving direct purchases (see Attachment "B"). The College, in turn, would do a deductive change order to CONTRACTOR PO equal to the value of the raw materials plus the sales tax saved.

- 10.11 In all cases the parties will attempt to identify materials of significant cost that can be purchased without the payment of sales taxes. Significant cost is defined for these purposes as an amount of materials or equipment in excess of \$5000.00 per purchase order. The parties agree to use their best efforts to identify these items prior to the signing of a particular delivery order.

If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:

- OWNER shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per attachment A and B (as required).

In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.

If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:

- Contractor may designate an item as suitable for tax exempt purchase.
- Upon notice to OWNER both parties will determine, by agreement, whether the item shall be purchased so as to be tax exempt.
- Within 5 days of notification, the parties shall agree whether the tax exempt purchase shall be initiated.
- Upon agreement, the parties will initiate a tax exempt purchase in compliance with Florida law.
- When the tax exempt purchase is completed, the amount of money due to contractor shall be reduced by the cost of the item, plus applicable sales tax.
- If either party determines that the item should not be purchased in a tax exempt manner, then the purchase of the item will take place by the contractor as contemplated in the delivery order.
- If OWNER delays in making a decision about the tax exempt purchase or delays in the completion of the forms necessary to complete the purchase, then the delay in purchase shall excuse timely performance by Contractor to the extent of the delay.

In no case shall OWNER pay to Contractor the cost of any item, or the tax associated with its purchase, if OWNER has directly purchased the item under its tax exempt authority.

11.00 LAWS, REGULATIONS AND RULES:

"CONTRACTOR" shall comply with all laws, ordinances, rules and regulations, whether federal, state or local, applicable to the operation of its business including compliance with Federal Affirmative Action/Equal Employment Opportunity regulations. While on campus premises, "CONTRACTOR" shall comply with "OWNER" policies and shall at all times conduct its business safely in accordance with recognized standards in the trade.

12.00 INSURANCE:

During all terms of this Agreement, "CONTRACTOR" shall, at its sole cost and expense, maintain worker's compensation insurance as required by law, and other specified insurance on an occurrence basis in an amount equal to the limits as defined in "Owner" Request for Proposal #2009C-14. "Contractor" shall provide "Owner" a certificate of insurance listing the District Board Of Trustees, 501 West State Street, Jacksonville, FL 32202, of Florida Community "Owner" at Jacksonville as additionally insured before services shall commence and confirming that before any cancellation modification or reduction in coverage of such policies, the insurance company shall give thirty (30) days prior written notice to "Owner" of such proposed cancellation, modification or reduction. Any fees charged by the insurance company for issuing certificates or notification to "Owner" shall be the responsibility of "Contractor". All such insurance policies is to be placed with an insurer rated "A" or better by A.M. Best and licensed to do business in the State of Florida.

13.00 OWNER IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA:

Both parties mutually agree "Owner" as a political subdivision of the State of Florida obligations hereunder is limited by Florida Statutes, State Board of Education Rules, and "Owner" Board Rules where at no time the "Owner" liability exposure shall exceed the limits defined in Florida Statute #768.28.

14.00 RELATIONSHIP:

"CONTRACTOR" is an independent contractor acting in its own behalf, and nothing contained in this Agreement shall be construed to make "CONTRACTOR" a partner, employee, agent, joint venturer, dealer or franchisee of "Owner".

"Contractor" attest that no employee of "Contractor" owns > 5% of the company and is also a FCCJ full time/part time/adjunct employee of the "Owner"

15.00 GENERAL:

(a) Requests and other communications from any of the parties to the other shall be given in writing and shall be considered to have been duly given or served if sent by United States Certified first-class mail, addressed to the respective party at its address set forth below or to such other address as such party may hereafter designate by written notice to the other party.

(b) If any provision herein shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ANY PROCEEDINGS RELATING TO OR FOR THE ENFORCEMENT HEREOF SHALL BE BROUGHT IN FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY IN THE STATE OF FLORIDA. "CONTRACTOR" CONSENTS AND SUBMITS TO THE JURISDICTION OF SAID COURTS AND AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PUBLICATION BY REGISTERED OR CERTIFIED MAIL, OR IN ANY MANNER PROVIDED UNDER FLORIDA OR APPLICABLE FEDERAL LAW. Any legal action by either of the parties against the other shall be brought within two (2) years of the date the cause of action first arose. In the event a legal proceeding is brought, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorney's fees and costs.

(c) Terms not defined in the body of this Agreement shall have the meaning ascribed to them in the Exhibit (s). This writing is intended by the parties as the final and binding expression of their Agreement, is complete and exclusive of the terms thereof and supersedes all prior negotiations, representations and agreements, and includes "OWNER's" RFP number 2009C-14 and "CONTRACTOR's" college wide roof repair and replacement services proposal and Best and Final Offer #2009C-14 by reference.

16.00 ASSIGNMENT AND SUBLETTING:

(a) "CONTRACTOR" shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the written consent of "Owner", such consent not to be unreasonably withheld. Provided, however, "CONTRACTOR" may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of "CONTRACTOR" with or into which "CONTRACTOR" may merge or consolidate or which may succeed to the assets of "CONTRACTOR" or a major portion thereof related to "Owner" business. No such assignment or sublease shall serve to release "CONTRACTOR" from any of its obligations, duties or responsibilities under this Agreement unless "Owner" agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, "CONTRACTOR" shall furnish a copy to "Owner". Any change of ownership involving 25% or more of the outstanding voting share of "CONTRACTOR" shall be considered a transfer of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of "CONTRACTOR" and "Owner" and their respective successors and permitted assigns. This Agreement may not be directly or indirectly assigned, transferred, delegated, subcontracted or sublicensed, in whole or in part by "CONTRACTOR", without the prior written consent of "Owner". In the event "CONTRACTOR" is a partnership, corporation, limited liability company or other entity, the transfer in one transaction, or a series of transactions, of fifty percent (50%) or more of the aggregate equity or voting control of sub-licensee shall constitute an assignment of this Agreement.

(c) In submitting a bid to "Owner", "CONTRACTOR" offers and agrees that if the bid/proposal is accepted, the "CONTRACTOR" will convey, sell, assign, or transfer to "Owner" all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for pricing fixing relating to the particular commodities or services purchased or acquired by "Owner". At the "OWNER'S" discretion, such assignment shall be made and become effective at the time the "Owner" tenders final payment to the "CONTRACTOR".

17.00 SUCCESSORS AND ASSIGNS BOUND:

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this agreement.

18.00 NOTICES:

Notices required herein may be given by registered or certified mail by depositing the same in the U.S. Mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to be received by the addressee seventy-two (72) hours after deposit of the same in the mail.

To this end, this contract may be formally modified in writing when mutually agreeable to by both parties.

Either party shall have the right, by giving written notice to the other, to change the address at which it's notices are to be received. Until any such change is made, notices to "Owner" shall be delivered as follows:

"Owner"
Laurence I. Snell, C.P.I.M.
Associate Vice President of Purchasing,
and Business Services
501 W. State Street
Jacksonville, FL 32202
(904) 632-3294

Notices to "CONTRACTOR" shall be deemed sufficient if in writing and mailed, registered or certified, postage prepaid, addressed to "CONTRACTOR" as

"CONTRACTOR"
Attn: Mr. Judson Bennett
BBG Contracting Group Inc
10562 New Kings Road
Jacksonville, FL 32219
904-766-5800

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

This agreement is entered into by both parties authorized officers.

"CONTRACTOR"
BBG Contracting Group Inc
10562 New Kings Road
Jacksonville, FL 32219
Federal ID: 59-3431360

BY: Judson B. Bennett

Print Name: Judson B. Bennett

Title: president

"OWNER"
Florida Community College
at Jacksonville
501 West State Street
Jacksonville, FL 32202
Federal ID # 59-1149317

BY: Laurence I. Snell

Laurence I. Snell
Associate Vice President of
Purchasing and Business
Services

Date: 1/12/09

Witnessed BY:

Dennis Blank
Dennis Blank
Purchasing Manager

Attachment "A"

TAX AGREEMENT

Agreement BETWEEN _____, (Herein call the "Contractor" and _____
(Herein called the Subcontractor and Florida Community College at Jacksonville an educational
institution herein called "Owner" for OWNER Project No. _____, titled:

RECITALS

1. Contractor for Florida Community College at Jacksonville entered a contract dated ____/____/____, for the performance of the Work described therein. A copy of said contract is incorporated by reference as Exhibit 1 (herein called the "Contract")
2. Contractor and Florida Community College at Jacksonville desire to enter into a arrangement whereby certain purchase under the Contract can be made through Florida Community College at Jacksonville as a means of taking advantage of Florida Community College at Jacksonville's status of being exempt from sales and use tax.

AGREEMENT

1. Florida Community College at Jacksonville does hereby request Contractor to requisition Florida Community College at Jacksonville to directly purchase materials greater than \$5000.00 in value for and in the name of Florida Community College at Jacksonville, building materials, supplies and other tangible personal property which Contract requires for performance of this specific contract. The purchase of any materials, supplies or other items which are not required for the performance of this Contract are expressly made outside the authority granted hereunder.
2. Florida Community College at Jacksonville will be liable for the payment of all purchases made hereunder.
3. A Purchase Order Requisition Form in a form acceptable to the Owner and Contractor shall be prepared by subcontractors to the contractor for review and approval and then submitted to the Owner prior to requesting the owner to order purchased equipment/materials. The requisition form will provide the vendor's; name, federal ID #, address, telephone number and contact person for the materials supplier; a detailed description of required items; the quantity needed; the price and sales tax saved associated with the materials; and delivery dates established by the subcontractor. A copy of the subcontractor's and suppliers IRS W9 from noting their federal ID# shall be attached to the requisition.
4. The Owner will prepare and issue standard owner (OWNER) purchase order forms to the equipment/material suppliers.
5. In conjunction with the execution of the Owners (OWNER's) Purchase Orders to the supplier(s), the Subcontractor shall execute and deliver to the Owner through the Contractor, deductive change orders reflecting the full value of all materials directly purchased by the Owner, plus all sales tax savings associated with the materials.

6. Subcontractors will be responsible for all matters relating to the receipt of materials purchased by the Owner, including specifications verifying correct quantities, inspection and acceptance of the goods at the time of delivery. The subcontractor will forward the invoice to the Owner through the Contractor for payment.
7. Title to the Owner purchased materials will vest in the Owner at the time the materials are delivered to the Owner owned construction site (F.O.B. job site).
8. The Owner shall be billed directly by the selling vendor for purchases of building materials referring on the invoice to the owners PO#.
9. Payment for the building materials/equipment will be made directly to the selling vendor by the Owner.
10. The Owner will bear the costs of all Payment and Performance Bonds and Owner purchased Insurance including Builder's Risk Insurance (for materials purchased here under up until the materials are incorporated into the work). The Owner shall be an additional named insured on the Contractor's Builder's Risk insurance and, in the event of damage or destruction to Owner purchase materials, prior to installation of said materials the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

It is the Contractors responsibility to report within one business day of the discovery of a claim to the College's Director of Risk Management at (904) 632-3166. Fax 904-632-3109

This tax exemption does not apply to equipment rentals of the Contractor or by subcontractors that provide construction services for the Project, even though the economic burden of the tax, by contract or otherwise, may ultimately be borne by the Owner.

The Owner shall:

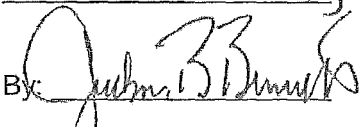
- a. Issue College purchase orders directly to tangible materials or personal property vendors for building materials or equipment delivered to the Owners job site with title of materials transferring to the Owner.
- b. Provide the building materials vendor (with the owner/College PO) as well as a copy of its current State of Florida sales tax exemption certificate.
- c. Assume all risk of damage or loss for the tangible personal property/building materials from the time of purchase and prior to their installation or incorporation into the project in order for the sale of building materials to be deemed (by the Florida Department of Revenue) as a sale to the tax exempt entity (i.e., OWNER) and thus tax exempt.
- d. Be responsible for delivery, confirmation/inspection upon receipt, acceptance, payment and storage at the job site prior to affixation to real property.

- e. Bear the economic value of posting a bond or obtaining builders risk insurance covering damage or loss and enjoy the economic benefit of the proceeds of such bond or insurance in the event of a claim.
- f. Be billed directly by the selling vendor.
- g. Directly pay by manual check the selling vendor for acceptable quality building materials received against said College purchase order.

Construction management contractors shall additionally provide the Owner with copies of: a) all subcontract bid submittals, b) tabulation sheet, c) award letter(s), d) suppliers IRS w-9 form and e) copies of subcontractors licenses.

- 11. Each Owner purchase order is numbered for accountability. Contractor will fax to the Owner completed/signed purchase requisitions for preparation and execution of the purchase orders. Vendors will render invoices/statements for materials purchased to subcontractors for review/approval and to the contractor for review/approval. After reviewing the invoices and approving the invoices, Contractor will forward these invoices with proper back-up to the owner (Florida Community College at Jacksonville to the address noted on the PO) for payment.
- 12. The Contract provides that Contractor/Subcontractor will perform the Work under the Contract sum of \$_____. Said amount due Contractor under the Contract shall be reduced by the sum of all amounts paid by Florida Community College at Jacksonville for materials, supplies or other tangible personal property purchased hereunder and plus any savings of sales and use tax on the purchase of such items.
- 13. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it as agent. Such records shall be open to the owner without cost (Florida Community College at Jacksonville) and the State of Florida's auditors general office during normal business hours of Contractor.
- 14. The authority granted to Contractor hereunder may be revoked by the Owner (Florida Community College at Jacksonville) at any time upon written notice delivered to Contractor at its office located at _____ during normal business hours.

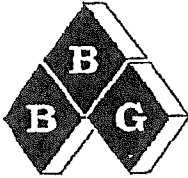
Cost of administration incurred by Contractor in conjunction with this tax agreement shall be included as part of the Base Bid and will not be included as a separate cost to Owner.

(Contractor/Subcontractor)	Subcontractor	"OWNER"
<u>BBG Contracting Group Inc.</u>		Florida Community College at Jacksonville
By: <u></u>	_____	By: Dennis C. Blank
Title: <u>President</u>	_____	Title: Purchasing Manager

TIME SUBMITTED December 15, 2011 9:00:05 AM EST REMOTE CSID DURATION 177 PAGES 1 STATUS Failed

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BBG CONTRACTING GROUP, INC.

10562 New Kings Road ♦ Jacksonville, Florida 32219
Telephone: (904) 766-5800 ♦ General Fax: (904) 766-1010 ♦ Estimating Dept. Fax (904) 766-8747

November 14, 2008

Mr. Dennis Blank
Purchasing Manager
Florida Community College at Jacksonville
501 West State Street
Jacksonville, FL 32202

Re: Best and Final Offer (FCCJ 2009C-14)

Dear Dennis:

Pursuant to Section #1.07 of Request for Proposal #2009C-14, we are hereby offering a Best and Final Offer (BAFO) #1 for the subject mention proposal per the following:

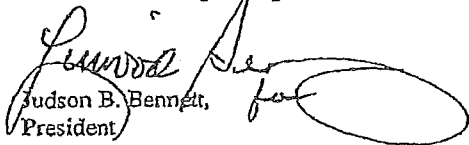
ITEM	DESCRIPTION
1.	<u>Factor A</u> – Standard working hours 6:00 a.m. to 6:00 p.m. Monday through Friday, excluding national holidays
	Multiplier (projects less than \$100,000) <u>.81</u>
	Multiplier (projects \$100,000 - \$500,000)* <u>.75</u>
2.	<u>Factor B</u> – Non-standard working hours, other than 6:00 a.m. – 6:00 p.m. Monday through Friday, including national holidays
	Multiplier (projects less than \$100,000) <u>.85</u>
	Multiplier (projects \$100,000 - \$500,000)* <u>.8</u>

*FCCJ requires a 100% performance and payment bond for projects greater than \$200,000.00.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

BBG Contracting Group, Inc.


Judson B. Bennett,
President

MA 904-491-7377
Fax 904 321 2658

Special Conditions

* ** COOPERATIVE PURCHASE AGREEMENT **

PURCHASES BY OTHER STATE OF FLORIDA COLLEGES, UNIVERSITIES AND STATE AGENCIES: With the consent and agreement of the successful Proposer(s), purchases may be made under this RFP by other community colleges, state universities, district school boards, and other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the RFP/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from date of award.

Proposer(s) shall note exceptions to the above paragraph, if any:

** TERMS AND DELIVERY **

PAYMENT TERMS: NET 30 DAYS OR PROMPT PAYMENT DISCOUNT OF _____%, _____ DAYS OFFERED BY PROPOSER.

NOTE: ANY PROMPT PAYMENT DISCOUNT OFFERED BY THE PROPOSERS WILL BE TAKEN BY THE COLLEGE IF PAYMENT IS MADE WITHIN THE TIME PERIOD OFFERED, HOWEVER, ONLY TERMS ALLOWING 30 DAYS PAYMENT WILL BE CONSIDERED IN EVALUATING RFPs.

DELIVERY: UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, DELIVERY TO BE NO LATER THAN 30 DAYS AFTER RECEIPT OF ORDER. DELIVERY WILL BE MADE _____ DAYS AFTER RECEIPT OF ORDER (PROPOSER COMPLETE IF OTHER THAN 30 DAYS)

FLORIDA SALES TAX EXEMPTION NO: 85-8012556864C-6

FCCJ RESERVES THE RIGHT TO REJECT ANY OR ALL RFPs/PROPOSALS RECEIVED, TO RESOLICIT OR NOT AND TO WAIVE INFORMALITIES AS DEEMED IN THE BEST INTERESTS OF THE COLLEGE.