



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
CONSTRUCTION AGREEMENT**

This Contract, entered into this 14<sup>th</sup> day of March, 2023, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and New Vista Builders Group, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**CONSTRUCTION OF FIRE STATION NO. 2**

**ITB NO. 23-CTS005/DK**

**SPRING HILL, FLORIDA**

**ARTICLE 1 – CONTRACT DOCUMENTS**

**1.01** The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

**1.01.1** The Contract Documents for Bid No. 23-CTS005/DK consist of the following:

**Solicitation-Offer-Award**

**Advertisement of Bid**

**Solicitation Instructions**

**General Conditions**

**Special Conditions**

**Scope and Specifications**

**Bid Form**

**Required Forms and Certifications**

**Construction Agreement and Required Documents After Award**

**Reference Documents**

(Any Exhibits to the Solicitation)

All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Bid
  2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    - a. Insurance Certificate
    - b. Payment and Performance Bond
- 1.02** The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
  2. Change Order(s)
- 1.03** The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04** There are no Contract Documents other than those listed in this Article
- 1.05** The Contract Documents may only be amended, modified, or supplemented as stated in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 16. Titled "Changes in the Work; Claims".

## **ARTICLE 2 - THE ENGINEER**

- 2.01** Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Coastal Engineering Associates, Inc.**, for the plans and specifications. **Erik van de Boogaard, Hernando County Construction Projects Coordinator** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

**ARTICLE 3 – CONTRACT TIMES**

**3.01** Time of the Essence:

**3.01.1** All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.02** Days to Achieve Substantial Completion and Final Payment:

**3.02.1** Vendor/Contractor agrees that the work will be substantially complete within **three-hundred (300) calendar days** after the commencement date indicated in the Notice to Proceed and ready for final payment **within three-hundred-thirty (330) calendar days** after the date indicated on the Notice to Proceed.

**3.03** Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **\$250.00 per day**. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

**ARTICLE 4 – CONTRACT PRICE**

**4.01** Owner shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

**4.01.1** For all work other than unit price work, a Lump Sum of:

Six-Million-One-Hundred-Eighty-Seven-Thousand-One-Hundred Ninety-Four Dollars and 00/100	(\$6,187,194.00)
(words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph B. titled "Allowances" item no. 2. Titled "Cash Allowances".

**4.01.2** For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this Paragraph:

As provided in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work", estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work". Unit prices have been computed as provided in solicitation Section Titled "SPECIAL CONDITIONS", paragraph 17. Titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C. titled "Unit Price Work".

## UNIT PRICE WORK

Solicitation 23-CTS005/DK Hernando County Fire Station No. 2 Construction Step II				New Vista Builders Group
Selected	Line Item	Description	Unit of Measure	Unit Cost
	1	Lump Sum Bid	Job	\$6,187,194.00
<b>Total</b>				<b>\$6,187,194.00</b>

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	\$	Six-Million-One-Hundred-Eighty-Seven-Thousand-One-Hundred Ninety-Four Dollars and 00/100	\$(6,187,194.00)
		(use words)	(figure)

### ARTICLE 5 – PAYMENT PROCEDURES

**5.01**    Submittal and Processing of Payments:

**5.01.1**    Vendor/Contractor shall submit Applications for Payment in accordance with solicitation Section Titled "SPECIAL CONDITIONS", paragraph 21. Titled "Payments to Contractor and Completion", subparagraph B. titled "Progress Payments", subparagraph 1 titled "Application for Payments:", item A. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

**5.02**    Progress Payments; Retainage:

**5.02.1**    Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

**5.02.1.1**    Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

**5.02.1.1.1**    Ninety-five percent (95%) of work completed (with the balance being retainage); and

**5.02.1.1.2**    Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

**5.03**    Final Payment:

**5.03.1**    Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with solicitation Section Titled "SPECIAL CONDITIONS", paragraph 22. Titled "Final Payment", subparagraph A. titled "Application for Payment", Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled

to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

- 5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, NPDES – FDEP Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

## **ARTICLE 6 – INTEREST**

- 6.01** All moneys not paid when due shall bear interest at the maximum legal rate.

## **ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS**

- 7.01** In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

- 7.01.1** Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
- 7.01.2** Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- 7.01.3** Vendor/Contractor is familiar with and is satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.
- 7.01.4** Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.01.5** Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
- 7.01.6** Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.01.7** Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.
- 7.01.8** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

## **ARTICLE 8 – MISCELLANEOUS**

- 8.01** Terms:

- 8.01.1** Terms used in this Agreement will have the meanings stated in the Contract Documents.

- 8.02** Assignment of Contract:

- 8.02.1** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**8.03** Severability:

**8.03.1** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**8.04** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) and the same instrument.

**ARTICLE 9 – CONTRACT PAYMENT**

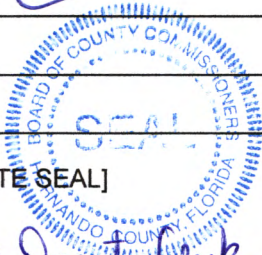
**9.01** The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of **Six-Million-One-Hundred-Eighty-Seven-Thousand-One-Hundred Ninety-Four Dollars and 00/100 (\$6,187,194.00)** and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER:  
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

[Signature]

By: JOHN ALLOCCO

Title: CHAIRMAN



[CORPORATE SEAL]

Heidi Kuyffe Deputy Clerk

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

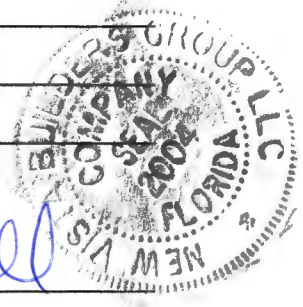
VENDOR/CONTRACTOR

NEW VISTA BUILDERS GROUP

[Signature]

By: Lazaro Fernandez

Title: Vice President



[CORPORATE SEAL]

April Russell

Attest: April Russell

Title: Administrative Assistant

Address for giving notices:

6375 Harney Road, Suite 105

Tampa, FL 33610

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership,  
attach evidence of authority to sign.)

**2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L04000073470

**Entity Name:** NEW VISTA BUILDERS GROUP LLC

**Current Principal Place of Business:**

6375 HARNEY RD.  
STE. 105  
TAMPA, FL 33610

**Current Mailing Address:**

6375 HARNEY RD.  
STE. 105  
TAMPA, FL 33610 US

**FEI Number:** 20-1737725

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CARLSON, MATTHEW J  
6375 HARNEY RD.  
STE. 105  
TAMPA, FL 33610 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title	MGRM	Title	MGRM
Name	CARLSON, MATTHEW	Name	FERNANDEZ, LAZARO
Address	6375 HARNEY RD. STE. 105	Address	6375 HARNEY RD. STE. 105
City-State-Zip:	TAMPA FL 33610	City-State-Zip:	TAMPA FL 33610

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MATTHEW CARLSON

**PRESIDENT**

**03/02/2022**

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date



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Florida Department of State  
Division of Corporations  
Public Access System

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EFFECTIVE DATE  
10/8/04

To: Division of Corporations  
Fax Number : (850)205-0383

From: Account Name : CORPORATE CREATIONS INTERNATIONAL INC.  
Account Number : 110432003053  
Phone : (305)672-0686  
Fax Number : (305)672-9110

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DIVISION OF CORPORATION

LIMITED LIABILITY COMPANY

New Vista Builders Group LLC

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	\$130.00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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Witness Agreement	DCC
Signature Verifier	DCC

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## ARTICLES OF ORGANIZATION

### Article I. Name

The name of this Florida limited liability company is:  
New Vista Builders Group LLC

### Article II. Address

The Company's street and mailing address is:  
New Vista Builders Group LLC  
617 Shady Nook  
Brandon FL 33511

### Article III. Registered Agent

The name and street address of the Company's registered agent is:  
Corporate Creations Network Inc.  
11380 Prosperity Farms Road #221E  
Palm Beach Gardens FL 33410 UNITED STATES

### Article IV. Transferability of Membership Interests

No members shall have the right to assign their membership interests in the Company without the written agreement of all of the membership interests, unless otherwise provided in the Company's Operating Agreement. If the assignment is not approved by all of the membership interests, the assignee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights or powers of a member. The assignee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss, deduction, credit or similar item to which the assignor was entitled, to the extent assigned.

Corporate Creations International Inc.  
11380 Prosperity Farms Road #221E  
Palm Beach Gardens FL 33410  
(561) 694-8107

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TALLAHASSEE, FLORIDA

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Article V. Management

This will be a member-managed company. The name and address of each member is:

MATTHEW CARLSON  
617 Shady Nook Brandon FL 33511  
LAZARO FERNANDEZ  
617 Shady Nook Brandon FL 33511

Article VI. Company Existence

The Company's existence shall begin effective as of October 8, 2004.

The undersigned authorized representative of a member executed these Articles of Organization on October 8, 2004.

*Rebecca S. Anderson*

CORPORATE CREATIONS INTERNATIONAL INC.  
Jessica Vella Vice President  
by R.L. Anderson as attorney-in-fact

Corporate Creations International Inc.  
11380 Prosperity Farms Road #221E  
Palm Beach Gardens FL 33410  
(561) 694-8107

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TALLAHASSEE, FLORIDA

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STATEMENT OF REGISTERED AGENT

LIMITED LIABILITY COMPANY:

New Vista Builders Group LLC

REGISTERED AGENT/OFFICE:

Corporate Creations Network Inc.  
11380 Prosperity Farms Road #221E  
Palm Beach Gardens FL 33410  
UNITED STATES

I agree to act as registered agent to accept service of process for the company named above at the place designated in this Statement. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.

*Rebecca J. Anderson*

CORPORATE CREATIONS NETWORK INC.  
Jessica Vella, Vice President  
by R.L. Anderson as attorney-in-fact

Date: October 8, 2004

Corporate Creations International Inc.  
11380 Prosperity Farms Road #221E  
Palm Beach Gardens FL 33410  
(561) 694-8107

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TALLAHASSEE, FLORIDA

## SOLICITATION - OFFER - AWARD

<b>SOLICITATION NO:</b> <b>23-CTS005/ K</b>	<b>SOLICITATION TITLE:</b> <b>HERNANDO COUNTY FIRE STATION NO. 2 CONSTRUCTION</b>	<b>DATE ISSUED:</b> <b>DECEMBER 8, 2022</b>	<b>CONTRACT NO:</b> <b>23- CTS005/DK</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA John Allocco, Chairman Elizabeth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins</b>		<b>SUBMIT BID OFFER TO:</b> <b>HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Toni Brady Chief Procurement Officer</b>	

### SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hermandocounty>, ON **FEBRUARY 15, 2023**. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **3:00 P.M. ON FEBRUARY 15, 2023** PURSUANT TO FS 119.071 current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Hernando County Fire Station No. 2 Construction, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.  <small>(SEE ATTACHED SPECIFICATIONS)</small>	1	1	\$6,187,194.00	\$6,187,194.00

### OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **ONE HUNDRED TWENTY (120) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS		
<b>BIDDER'S INFORMATION</b>	<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b>	
<b>New Vista Builders Group, LLC</b>		<b>OFFER DATE</b>
<small>Company Name</small>		<b>2/15/23</b>
<b>6375 Harney Rd, Suite 105</b>		
<small>Address</small>		
<b>Tampa Florida 33610</b>		
<small>City State Zip Code</small>	<b> bids@newvistabuildersgroup.com</b>	
<small>Phone Number Fax Number Email Address</small>		

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 10/10/22	LR NO.: 2022-537	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
<b>SUBMIT INVOICES TO:</b> <b>Hernando County Fire Rescue 15470 Flight Path Dr. Brooksville, Florida 34604</b>	<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:</b>	
	<b>John Allocco, Chairman</b>	
	<b>SIGNATURE:</b> 	<b>AWARD DATE:</b> <b>3/14/2023</b>