



THE TOWN OF KENNETH CITY, FLORIDA

Council Meeting

PUBLIC NOTICE

The Council of the Town of Kenneth City will meet at Community Hall, located at 4600 58th Street North, Kenneth City, Florida to discuss the agenda items of Town business listed at the time indicated below.

6:30pm

November 16, 2022

Community Hall

- A. Call to Order
- B. Moment of Silence by Mayor Howell and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda
 1. Meeting Minutes
 - Council Meeting, 10.12.22
 2. Resolution 2022-11 Qualifying Period for 2023 Municipal Election
 3. Resolution 2022-12 Advantage Pinellas Housing Compact
 4. Resolution 2022-13 TECO Franchise Agreement
 5. Imagine That Performance Project Report #9 and #10 (10.3.22 to 10.30.22)
 6. Memo of Department of Environmental Protection Grants
- E. Chief Michael Vieno Graduation
- F. Update on Trunk or Treat Event
- G. Persons Wishing to Be Heard on Items NOT Listed on the Agenda

A **3 minute time limit**....If you are addressing the Council, step to the podium and state your name and address for the record. Public comments can also be submitted by email to the Town Clerk at Townclerk@kennethcityfl.org, written comments must be received by 4pm on the day of the meeting and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

- I. Action Agenda
 1. Approval of Public Works Task Orders with Imagine That Performance
 2. Pipe Replacement on 5694 46th Avenue N
 3. Second Reading of Ordinance 2022-658 Special Magistrate
 4. First Reading Ordinance 2022-659 Amending Chapters 74 and 82
 5. Resolution 2022-14 Establishment of ARPA Special Revenue Fund
 6. Resolution 2022-15 FY22 Budget Amendment
 7. Building Development Services Piggyback Contract
 8. Acclarian Turnkey Staffing and ERP Solution
- II. Mayor/Council Comments
- III. Town Manager Comments
- IV. Adjournment

Any person who decides to appeal any decision of the Town Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the Town Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-498-8948 or fax a written request to 727-498-8841. www.kennethcityfl.org

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Consent Agenda

Summary:

This item provides a listing of items requiring Town Council review and/or approval.

Proposed Recommendation:

Council to approve Consent Agenda.



TOWN OF KENNETH CITY FLORIDA

Council Meeting Minutes

October 12, 2022

A. Call to Order

B. Moment of Silence by Vice Mayor Cummings and Pledge of Allegiance

C. Roll Call

Present were Councilmember Roberts, Councilmember Noble, Vice Mayor Cummings, Councilmember Zemaitis, Mayor Howell, Interim Town Manager Duncan, Town Attorney Johnston

D. Consent Agenda

There was no public comment.

Remove item 3 for discussion by Councilmember Noble asked to remove Item #3 for discussion.

Motion to approve Consent Agenda items 1,2,4,5, and 6 was made by Councilmember Noble

A Second was made by Vice Mayor Cummings

All in favor

Motion to approve Consent Agenda items 1,2,4,5, and 6 was passed

Councilmember Noble asked questions about Consent Agenda item #3 regarding the purchase of the lawn mower. Council discussed the need for a new lawn mower, warranty issues, the possibility of purchasing electric mowers in the future. There was ongoing discussion about using electric vehicles and equipment in the future.

Motion to approve purchase of a lawn mower for Public Works was made by Councilmember Roberts

A Second was made by Councilmember Zemaitis

Councilmember Noble No

Councilmember Roberts Yes

Councilmember Zemaitis Yes

Vice Mayor Cummings Yes

Mayor Howell Yes

Motion to approve the purchase of the lawn mower for Public Works was passed

E. Persons Wishing to Be Heard on Items NOT Listed on the Agenda

Cindy Hite, 6514 43rd Ave N

Ms. Hite inquired about the large number of smoke shops in a town the size of Kenneth City.

The Mayor closed public comment.

F. Action Agenda

1. After Action Brief Hurricane Ian

Interim Town Manager Duncan introduced this item. Consultant JP Murphy gave an overview of the Town's experience with Hurricane Ian. He recommended coordinating emergency operations between Town Hall and the Police Department/Community Hall building.

Consultant JP Murphy discussed Waste Pro, debris, and monitoring. He explained that there was a considerable amount of debris and Waste Pro was not able to pick up the debris from Hurricane Ian. Waste Pro provided a quote to clean up the remainder of the debris that was estimated to be \$3000. Alternatively, Public Works could clean up the debris or the Town could initiate debris pickup contracts. There was a discussion among Council and staff about the Waste Pro pick up contract and what that included. There was general agreement among Council that Waste Pro would be the most efficient way to clean up rest of the debris that was out in the Town.

Interim Manager Duncan indicated that the Fire Department and Police Department would be working on a better Emergency Management Plan going forward.

There was no public comment.

2. RFP Turnkey Solution Selection for Accounting Services

Consultant Lisa Hendrickson gave an overview of the process utilized to procure a turnkey solution for accounting services. Interim Town Manager Duncan indicated that there was money budgeted for this item and that ARPA funding could be utilized for the one-time fee.

There was discussion between Council and staff regarding add-ons and who the project manager would be.

There was no public comment.

Andrew Laflin of Aclarain explained other communities currently using this program to include Madera Beach, Belleair, and Dade City.

There was discussion between Council and staff regarding assistance that would be available to residents.

Motion to approve the negotiation of a final contract for execution with Aclarian LLC was made by Councilmember Noble

A second was made by Vice Mayor Cummings

All in favor

Motion to approve the negotiation of a final contract for execution with Aclarian LLC was passed

3. Presentation of Master Contracts List

Interim Town Manager Duncan Rob introduced this item and gave a brief history of the item. Consultant Lisa Hendrickson explained the list that was provided.

Councilmember Noble asked about a contract for health insurance. Consultant JP Murphy explained the Town's relationship with Public Risk Management.

Vice Mayor Cummings asked about engineering. Interim Town Manager Duncan explained the engineering relationship with the Town. Interim Manager Duncan indicated that the engineer has asked to do an RFP process with the Town.

4. First Reading of Ordinance 2022-658 Special Magistrate

The Town Attorney read Ordinance 2022-658 into the record. Attorney Johnston explained the item and indicated that the Special Magistrate process would be an attorney that would have significant experience. She discussed that his tended to be the most fair and efficient process. She indicated that the magistrate was not eliminating the community boards, but that variances and certain items would be heard by the magistrate. A magistrate is an impartial, unbiased person who can make legal decisions. She indicated that the magistrate was paid an hourly rate and that the resident pays for the cost of the magistrate.

Councilmember Noble asked how a magistrate would benefit the Town in a Code Enforcement case. Town Attorney Johnston explained that process.

There was no public comment.

Motion to approve First Reading of Ordinance 2022-658 was made by Councilmember Noble

A second was made by Councilmember Zemaitis

All in favor

Motion to approve First Reading of Ordinance 2022-658 was passed

5. Additional Imagine That Performance Task Orders

Interim Town Manager Duncan introduced this item and indicated that he was executing task orders from the Out of Scope Report that Council previously requested.

There was no public comment.

Motion to approve Imagine That Performance Task Orders L and M was made by Councilmember Noble

A second was made by Vice Mayor Cummings
All in favor
Motion to approve Imagine That Performance Task Orders L and M was passed

G. Mayor/Council Comments

Councilmember Roberts indicated that several residents asked about 58th Street and trucks going through and was zoned for no trucks. Council discussed adding signage to prevent large trucks from traveling on that street.

There was a discussion about the Town's use of American Public Rescue Plan Act (ARPA) funds. Interim Town Manager Duncan indicated that because of the Town's size, there were different regulations for documenting and spending.

Mayor Howell indicated that he would not be available for the Town Council meeting on November 9, 2022. Council gave consensus to move the meeting to November 16, 2022.

Town Attorney Johnston explained the overproliferation of certain uses regarding the earlier question about smoke shops in Town. She indicated that it was not possible to eliminate certain uses without opening the Town up to a challenge.

There was a discussion about the property located in the front of the Winn-Dixie parking lot.

H. Town Manager Comments

Interim Manager Duncan gave an update about the engineering and indicated that the Town was moving forward with some budgeted projects.

K. Adjournment

A motion to adjourn the meeting was made by Councilmember Roberts
A second was made by Councilmember Zemaitis
All in favor
Meeting was adjourned

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Resolution 2022-11 Qualifying Period for 2023 Municipal Election

Summary:

For Council review is Resolution 2022-11 which establishes the dates for the Qualifying Period as December 16, 2022 at 8:00 am to December 23, 2022 at 12:00 pm for candidates to qualify for the 2023 Municipal Election. There will be 2 Councilmember seats that need to be filled on the election of March 14, 2023.

Proposed Recommendation:

Council to approve Resolution 2022-11.

RESOLUTION NO. 2022-11

A RESOLUTION OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, ESTABLISHING THE QUALIFYING PERIOD FOR THE MARCH 14, 2023, MUNICIPAL ELECTION; PROVIDING DIRECTION FOR THE VILLAGE CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2.02 of the Charter of the Town of Kenneth City (the “Town”) establishes the municipal election date as the second Tuesday in March except in years where there is a Presidential Primary election; and

WHEREAS, there is not a Presidential Primary in the upcoming year, accordingly, the municipal election date is March 14, 2023; and

WHEREAS, Section 26-4 of the Town Code of Ordinances provides that the qualifying dates for municipal elections shall be after 8:00am on the 88th day and not later than 12:00pm on the 81st day preceding the next regular election; and

WHEREAS, the qualifying period for the March 14, 2023, election shall be after 8:00am on December 16, 2022, and before 12:00pm on December 23, 2022; and

WHEREAS, individuals who shall be a candidate for the Town Council shall file the necessary papers with the Town Clerk during the qualifying period.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **Qualifying Period Established.** The qualifying period for the March 14, 2023, election shall be after 8:00am on December 16, 2022, and before 12:00pm on December 23, 2022.

Section 3. **Direction for the Town Clerk.** The Town Clerk in hereby directed to submit a copy of this Resolution to the Pinellas County Elections Department immediately after adoption and to transmit all appropriate qualification documentation received within the qualification period herein established to the Pinellas County Elections Department by December 23, 2022.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 16th day of November, 2022.

ROBERT J. HOWELL
MAYOR

ATTEST:

JOCILYN MARTINEZ
INTERIM TOWN CLERK

APPROVED AS TO FORM:

WEISS SEROTA HELFMAN COLE + BIERMAN P.L.
TOWN ATTORNEY

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Resolution 2022-12 Advantage Pinellas Housing Compact

Summary:

For Council review is Resolution 2022-12 which approves the Advantage Pinellas Housing Compact which creates a common set of policies that will make it easier for more of Pinellas County residents to afford quality housing.

Proposed Recommendation:

Council to approve Resolution 2022-12.

RESOLUTION NO. 2022-12

A RESOLUTION OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, APPROVING THE ADVANTAGE PINELLAS HOUSING COMPACT BETWEEN THE MUNICIPALITIES WITHIN PINELLAS COUNTY, THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS AND FORWARD PINELLAS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ADVANTAGE PINELLAS HOUSING COMPACT DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 22, 2022, the Pinellas County Board of County Commissioners (the “Board”) unanimously approved the Advantage Pinellas Housing Compact (the “Compact”), creating a new partnership aimed at increasing housing affordability in Pinellas County; and

WHEREAS, the Housing Compact is committed to creating a common set of policies that will make it easier for more of Pinellas County residents to afford quality housing; and

WHEREAS, the Housing Compact offers resources designed to advance housing solutions that fit the character of our community; and

WHEREAS, on September 14, 2022, Forward Pinellas formally invited the Town of Kenneth City (the “Town”) to become a signee and partner of the Compact; and

WHEREAS, the Town Council of Kenneth City (the “Council”) wishes to partner with other municipalities to create an affordable housing action plan to serve as a common, coordinated framework for addressing affordable housing needs, while respecting the autonomy of each municipality within the Housing Compact; and

WHEREAS, the Town Council finds that this Resolution and the Advantage Pinellas Housing Compact to be in best interests and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **Approval.** The Town Council hereby approves the Advantage Pinellas Housing Compact between the municipalities within Pinellas County, the Pinellas County Board of County Commissioners and Forward Pinellas.

Section 3. **Implementation.** The Town Manager or designee is hereby authorized to execute the Advantage Pinellas Compact documents.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of November, 2022.

ROBERT J. HOWELL
MAYOR

ATTEST:

JOCILYN MARTINEZ
INTERIM TOWN CLERK

APPROVED AS TO FORM:

WEISS SEROTA HELFMAN COLE + BIERMAN P.L.
TOWN ATTORNEY

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Resolution 2022-13 TECO Franchise Agreement

Summary:

For Council review is Resolution 2022-13 which gives consent to the assignment of the franchise and other assets of People Gas System to People Gas System Inc.

Proposed Recommendation:

Council to approve Resolution 2022-13.

RESOLUTION NO. 2022-13

A RESOLUTION OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, CONSENTING TO THE ASSIGNMENT OF THE FRANCHISE AND OTHER ASSETS OF PEOPLE GAS SYSTEM (PGS) TO PEOPLE GAS SYSTEM INC. (PGS NEWCO) IN CONNECTION WITH THE TECO ENERGY, INC. (TECO) REORGANIZATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONSENT DOCUMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Kenneth City (the “Town”) passed Ordinance No. 451 granting a franchise (the “Franchise”) to an entity that was merged into Tampa Electric Company and became known as People Gas System (the ‘PGS”), a division of Tampa Electric Company; and

WHEREAS, TECO Energy, Inc. (the “TECO”), the parent company to Tampa Electric Company, is in the process of reorganizing portions of its business (the “Reorganization”); and

WHEREAS, under the Reorganization, all assets, rights and obligations of PGS will be transferred to a new corporation called People Gas System, Inc. (the “PGS NewCo”); and

WHEREAS, in accordance with Section 11 of the Franchise, PGS has requested the consent and approval of the Council to transfer the PGS assets located within the corporate limits of the Town and the corresponding Franchise to PGS NewCo to be effective as of the closing of the reorganization; and

WHEREAS, the Town Council of Kenneth City (the “Council) has considered and approved the qualification of PGS NewCo to hold the Franchise; and

WHEREAS, the Town Council finds that this Resolution and the assignment of the Franchise to be in best interests and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **Approval.** The Town Council hereby consents to and approves the assignment of the Franchise to PGS NewCo upon the closing of the Reorganization.

Section 3. **Implementation.** The Town Manager or designee is hereby authorized to execute the consent documents.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of November, 2022.

ROBERT J. HOWELL
MAYOR

ATTEST:

JOCILYN MARTINEZ
INTERIM TOWN CLERK

APPROVED AS TO FORM:

WEISS SEROTA HELFMAN COLE + BIERMAN P.L.
TOWN ATTORNEY

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Imagine That Performance Report

Summary:

The reports submitted are in accordance to The Agreement with Imagine That Performance, LLC and the Town of Kenneth City executed on June 15, 2022. The following excerpt is in Exhibit C: Interim Town Manager in section 3) Financial Matters: “Any invoices by COMPANY to TOWN during COMPANY’S service as Interim Manager shall be reviewed by the Mayor as the Town’s contracting officer, and any third-party contractor retained for the provision of financial services or Town employee responsible for accounting before payment is remitted. While this Task Order is effective, all checks to COMPANY shall be signed by the Mayor, an authorized independent contractor retained for the provision of financial services, or Town employee identified as an authorized signatory with the TOWN’S financial institution. Invoices from COMPANY to TOWN for services rendered shall separately itemize costs associated with all Task Orders.” The report and invoice have been submitted per guidelines.

Proposed Recommendation:

No action needed. Report included for transparency and informational purposes.

Project Report 9

Prepared for: Town Council

Date: October 31, 2022

Work weeks: October 3-9 & October 10-16



Consultant Hours and Tasks

The sections below contain the worklog of the various activities performed by the Consultants assigned to the Task Orders included in the Agreement executed on June 13, 2022. The Agreement included the following Task Orders with expected hours for each in parenthesis:

Exhibit C: Interim Town Manager (20 hours/week)

Exhibit D: Accounting and Code Enforcement Solutions (80 hours total)

Exhibit E: Revenue Analysis and Professional Services Solution Identification (240 hours total)

Exhibit F: Annual Budget Preparation and Compliance (300 hours total)

Exhibit G: Interim Town Clerk (10-20 hours/week)

Additional Task Orders were approved on September 14, 2022

Exhibit H: GRANT RESEARCH, WRITING & SUBMISSION (200 hours total)

Exhibit I: IMPLEMENTATION OF NEW TECHNOLOGY SOLUTIONS (200 hours total)

Exhibit J: BUSINESS TAX RECEIPTS (180 hours total)

Additional Task Orders were approved on October 12, 2022

Exhibit K: EMERGENCY – HURRICANE IAN (Sunset on expiration of Emergency Order)

Exhibit L: RECORDS AND DOCUMENT MANAGEMENT (400 hours total)

Exhibit M: SPECIAL ASSESSMENT ANALYSIS AND EXECUTION (480 hours total)

The worklogs below will serve as a full account of the activities on an hourly basis of the resources assigned to Kenneth City. The “work product” in the form of briefings, updates, Agreements, etc. will be included at the end of this report when possible or could be provided in a different form, including during an upcoming Council Meeting as part of the published agenda packet.

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Interim Town Manager

The following represents the tasks performed that are part of the Task Order Exhibit C - Interim Town Manager. The rate for this activity is \$125/hour and the expected work is 20 hours/week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
10/03/2022	Rob Duncan	3	Email read and reply, respond to voice messages and conversations with JP, Jocilyn and Councilmembers prior to meeting
10/03/2022	Rob Duncan	2	Town Council Meeting setup and meeting
10/04/2022	Rob Duncan	5	Internal Meetings with staff and one to one updates with councilmembers regarding staff issue
10/05/2022	Rob Duncan	6	Aclairian Demo, check signing, email, follow up on employee issues including discussions with Chief, Ken and Councilmember Noble
10/06/2022	JP Murphy	3	Make Airtable input forms for Special Event process, Compile 487 package for DOR submittal, DOR call re; ad misprint, Approve Checks, Bank deposits.
10/07/2022	Rob Duncan	4	Agenda communications, prep, review and publish on website
10/07/2022	JP Murphy	3	P&C renewal review, Comment on Magistrate Ordinance. Zoning Verification Letters.
10/07/2022	Lisa Hendrickson	.25	Communication with Imagine That Performance Team regarding agenda and delivery.
10/11/2022	Rob Duncan	4	Staff Meeting, One to one meetings with Mayor and Councilmembers. Discuss resident stormwater issue with Ken
10/11/2022	JP Murphy	6	Imagine That Performance & KC Team Meeting, Troubleshoot Internet, export and clean banking data, download and clean purchasing card data.
10/11/2022	Lisa Hendrickson	1.5	Staff meeting (Rob, Jocilyn, Lisa, Mike) discussion of payroll items, SAFEbuilt update, Sheriff's Office dispatch discussion, proposed website accessibility bill. 10/15/22 At Home grand opening. Discussion of Facebook posts, debris pickup by WastePro, website update, performance measurements, and various staff discussions.
10/12/2022	Rob Duncan	6	Pre-meeting discussions, email and voicemail responses and Town Council Meeting
10/12/2022	JP Murphy	2	Meet with atty. to review changes for special magistrate ordinances and variance language. Review disciplinary action file, and attend meeting.
10/12/2022	Lisa Hendrickson	2.25	Assisted the building official with an Excel application and KC letterhead. Attendance and presentations at council meeting.
10/13/2022	JP Murphy	6	Compile and submit workers' compensation self-insurers report, code WC classifications in CBIZ. Research Omnia partners cooperative purchasing, compile Zoning Verification Letters for multiple parcels. Lien research.
10/14/2022	Rob Duncan	1	Call with JP and Lisa
10/14/2022	JP Murphy	1	On-site MGMT, ZVL for 6300, coordinate with Sara Johnston Re ZVL and densities following fire for 58th Way properties.
Total Billable Hours		56	

Invoice Details:

Billed Time: October 3-9 & October 10-16 – 56 Hours @ \$125/hour = **\$7,000**

Additional Notes:

Estimate: 20 hours / week which would have been \$5,000 for the 2 weeks.

Accounting and Code Enforcement

The following represents the tasks performed that are part of the **Task Order Exhibit D - Accounting and Code Enforcement Solutions**. The rate for this activity is \$125/hour and the expected work is 80 hours. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
10/10/2022	Lisa Hendrickson	1	Drafted service reference sheet for Aclarian. Called three agencies for references and documented feedback.
10/14/2022	Lisa Hendrickson	.25	Communication with Andrew at Aclarian regarding drafting the Turn-Key contract. Emailed draft piggyback language to add to contract.
Total Billable Hours		1.25	

Invoice Details:

Billed Time: October 3-9 & October 10-16 – 1.25 Hours @ \$125/hour = **\$156.25**

Additional Notes:

Estimate: 80 hours for the project – 0 remaining

Revenue Analysis and Professional Services

The following represents the tasks performed that are part of the **Task Order Exhibit E - Revenue Analysis and Professional Services Solution Identification**. The rate for this activity is \$125/hour and the expected work is 240 hours. The Town will be billed for actual work time with no minimum or maximum billing.

10/05/2022	Lisa Hendrickson	2.5	Worked on Active and Expired Agreements Log, formulated, and printed for Council meeting on 10/12/22. Called DSK Law to obtain a copy of fully executed contract for code enforcement special magistrate. Emailed Chief Vieno copy of special magistrate contract. Created personnel file note template for supervisor's use and emailed to supervisor and Interim Town Manager.
10/05/2022	JP Murphy	3.5	RFQ for EOR, RFP for IT, RFQ for Accounting.
10/14/2022	JP Murphy	.5	RFQ
Total Billable Hours		6.5	

Invoice Details:

Billed Time: October 3-9 & October 10-16 – 6.5 Hours @ \$125/hour = **\$812.50**

Additional Notes:

Estimate: 240 hours for the project – **-7.25** hours remaining

Annual Budget Preparation and Compliance

The following represents the tasks performed that are part of the **Task Order Exhibit F - Annual Budget Preparation and Compliance**. The rate for this activity is \$125/hour and the expected work is 300 hours. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
10/03/2022	JP Murphy	6	Payroll discussions, compile at-a-glance package, CST work with atty, meeting setup, presentations. Review BOA and Development Magistrate
10/04/2022	JP Murphy	4	KC Team meeting, ETRIM forms 487V, 422MM, PRM proposal review, Review invoices.
10/12/2022	JP Murphy	4	Begin year-end closeout procedure and code invoices.
10/14/2022	JP Murphy	2	Approve Invoices, Approve Wires, 22/23 New Account Creation.
10/06/2022	JP Murphy	2	New Fiscal Year Data Entry.
Total Billable Hours		18	

Significant Accomplishment:

Invoice Details:

Billed Time: October 3-9 & October 10-16 – 18 Hours @ \$125/hour = **\$2,250**

Additional Notes:

Estimate: 300 hours for the project – 2.75 remaining

Interim Town Clerk

The following represents the tasks performed that are part of the **Task Order Exhibit G** - Interim Town Clerk. The rate for this activity is \$90/hour and the expected work is 10-20 hours per week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
10/03/2022	Jocilyn Martinez	2.5	Salary increases, Conversation with E Powell, M Vieno, and CBIZ regarding salary increases, verify payroll and complete FRS Contribution Summary. Process PBA Due increase and health insurance deduction changes in CBIZ.
10/03/2022	Jocilyn Martinez	1	Serve as Interim Clerk at 10.03.2022 Council Meeting.
10/03/2022	Lisa Hendrickson	.25	Printed agendas for 10/3/22 meeting, placed in council's mailboxes, printed extra copies for clerk and residents.
10/04/2022	Jocilyn Martinez	2	Meeting with Rob Duncan, JP Murphy, Lisa Hendrickson, Chief Vieno, and Ken Moore. Completion of minutes from 10.03.2022 Council meeting.
10/04/2022	Jocilyn Martinez	.5	Meeting with CBIZ regarding processing salary increases.
10/05/2022	Jocilyn Martinez	2.5	Process payroll increases in CBIZ, Communication with vendor regarding LaserFiche and document digitization, Repond to public records requests code/lien searches. Provided pay stubs for PW, Scan and save documents (resolutions and task orders) K Drive resolutions and task orders.
10/07/2022	Jocilyn Martinez	3	Create, compile, review, and disseminate agenda for 10.12.2022 Council meeting.
10/10/2022	Jocilyn Martinez	2.5	Check CBIZ for payroll time entries and approve time sheets with salary increases, health insurance coverage changes, and membership due changes. Communication with PW Supervisor Ken Moore regarding comp time accrual.
10/10/2022	Lisa Hendrickson	.25	Printed council agendas for 10/12/22 meeting for clerk and residents.
10/11/2022	Jocilyn Martinez	1.5	Meeting with Rob Duncan, Lisa Hendrickson, JP Murphy, and Chief Vieno. Update Facebook with upcoming Town events.
10/11/2022	Jocilyn Martinez	.5	Communication with CBIZ payroll vendor account representative to finalize and deliver payroll.
10/12/2022	Jocilyn Martinez	1	Communication with CBIZ to process Vacation Buyback Hours, Communication with PW Supervisor Ken Moore RE: Pollution Insurance Renewal with PRM, Communication with FRS RE: Monthly Contribution Reporting, Respond to Lien Requests.
10/12/2022	Jocilyn Martinez	2	Serve as Interim Town Clerk at 10.12.2022 Council meeting.
10/13/2022	Jocilyn Martinez	.5	Communication with Admin Asst RE: Mailing on VM Cummings Name Badge, Communication with FEMA RE: Post Incident Contact.
10/14/2022	Jocilyn Martinez	1	Research and respond to public records request for 2023 election, Research and respond to public records request for CBIZ RFP documentation, Preparation of Legal Advertisement for Second and Final Reading on Ordinance 2022-658, Provide Pay Statements for Public Works Department.
Total Billable Hours		21	

Invoice Details:

Billed Time: October 3-9 & October 10-16 – 21 Hours @ \$90/hour = **\$1,890**

Additional Notes:

Estimate: 10-20 hours / week which would have been \$1,800 – \$3,600 for the 2 weeks.

Records and Document Management

The following represents the tasks performed that are part of the **Task Order Exhibit L - Records and Document Management**. The rate for this activity is \$125/hour and the work is not to exceed 400 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
10/04/2022	Lisa Hendrickson	3	Staff meeting (Rob, Jocilyn, JP, Lisa, Ken, Mike) agenda review, task orders discussion and delegation and various staff discussions. Drafted task order for Document Management and sent to team for review and approval. Drafted agenda item memo and forwarded to Town Clerk.
10/12/2022	Lisa Hendrickson	.75	Review proposals for Laserfiche and document scanning. Prepared for Council meeting and reviewed agenda items for presentation.
Total Billable Hours		3.75	

Significant Accomplishment:

Invoice Details:

Billed Time: October 3-9 & October 10-16 – 3.75 Hours @ \$125/hour = **\$468.75**

Additional Notes:

Estimate: 400 hours for the project – 396.25 hours remaining

Special Assessment Analysis and Execution

The following represents the tasks performed that are part of the **Task Order Exhibit M** – Special Assessment Analysis and Execution. The rate for this activity is \$125/hour and the work is not to exceed 480 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
0/14/2022	Michelle Berger	.5	Communicate with stakeholders; Engineer & DEP.
Total Billable Hours		.5	

Significant Accomplishment:

Invoice Details:

Billed Time: October 3-9 & October 10-16 – .5 Hours @ \$125/hour = **\$62.50**

Additional Notes:

Estimate: 480 hours for the project – 479.50 hours remaining



INVOICE

Imagine That Performance

18133 Portside Street
Tampa, Florida 33647
United States

imaginethatperformance.com

Bill to
Town of Kenneth City

Robert Howell
6000 54th Avenue North
Kenneth City, Florida 33709
United States

727-498-8948
howellr@kennethcityfl.org

Invoice Number: 1328
Invoice Date: November 8, 2022
Payment Due: November 23, 2022
Amount Due (USD): \$18,952.50

Items	Quantity	Price	Amount
Interim Town Manager Detailed tasks provided on Project Report	56	\$125.00	\$7,000.00
Accounting and Code Enforcement Detailed tasks provided on Project Report	1.25	\$125.00	\$156.25
Revenue Analysis and Professional Services Detailed tasks provided on Project Report	6.5	\$125.00	\$812.50
Annual Budget Preparation and Compliance Detailed tasks provided on Project Report	18	\$125.00	\$2,250.00
Interim Town Clerk Detailed tasks provided on Project Report	21	\$90.00	\$1,890.00
Grant Research, Writing & Submission Detailed tasks provided on Project Report	5.75	\$125.00	\$718.75
Implementation of New Technology Solutions Detailed tasks provided on Project Report	18.5	\$125.00	\$2,312.50
Business Tax Receipts Detailed tasks provided on Project Report	20.75	\$125.00	\$2,593.75
Emergency Task Order – Hurricane Ian Detailed tasks provided on Project Report	5.5	\$125.00	\$687.50
Records / Document Management Detailed tasks provided on Project Report	3.75	\$125.00	\$468.75
Special Assessment Analysis and Execution Detailed tasks provided on Project Report	0.5	\$125.00	\$62.50

Total: \$18,952.50

Amount Due (USD): \$18,952.50

Tracking Consultant Hours vs. Estimates

The table below is a summary of the hours logged so far compared to total amount in the Agreement executed on June 13, 2022 along with additional Task Orders executed up to October 12, 2022.

June 13, 2022 Agreement & Task Orders				EXHIBIT C	EXHIBIT D	EXHIBIT E	EXHIBIT F	EXHIBIT G	EXHIBIT H	EXHIBIT I	EXHIBIT J	EXHIBIT K	EXHIBIT L	EXHIBIT M
Report	Invoice #	Invoice \$	Dates	Interim Town Manager	Accounting and Code Enforcement	Revenue Analysis and Professional Services	Annual Budget Preparation and Compliance	Interim Town Clerk	Grant Research, Writing & Submission	Implementation of New Technology Solutions	Business Tax Receipts	Emergency Services - Jan (Expired)	Records/Document Management	Special Assessment Analysis and Execution
1	1252	\$ 15,703.75	6/13-6/26	38.00	23.00	48.00	9.25	10.25						
2	1259	\$ 18,752.50	6/27-7/10	42.50	18.50	63.00	3.50	28.50						
3	1267	\$ 22,120.00	7/11-7/24	39.00	18.00	52.00	41.50	36.75						
4	1272	\$ 20,827.50	7/25-8/7	48.50	12.00	39.50	51.50	21.00						
5	1278	\$ 19,030.00	8/8-8/21	68.25	6.00	22.25	43.50	19.25						
6	1285	\$ 14,436.25	8/22-9/4	40.00	0.00	7.00	56.25	16.00						
7	1287	\$ 15,361.25	9/5-9/18	48.50	0.00	5.50	60.25	12.00						
8	1291	\$ 9,050.00	9/19-10/2	30.50	1.25	4.00	13.50	20.00	0.00	0.00	8.75	98.25	0.00	0.00
9			10/3-10/16	56.00	1.25	6.50	18.00	21.00	5.75	18.50	20.75	5.50	3.75	0.50
11														
12														
Total		\$ 135,281.25		411.25	80.00	247.75	297.25	184.75	5.75	18.50	29.50	103.75	3.75	0.50
Agreement Values				Estimate	20/week	80	240	300	10-20/week	200	200	180	400	480
				Remaining		0.00	-7.75	2.75		194.25	181.50	150.50	396.25	479.50
				Average	22.85				10.26					

Project Report 10

Prepared for: Town Council

Date: October 31, 2022

Work weeks: October 17--23 & October 24-30



Consultant Hours and Tasks

The sections below contain the worklog of the various activities performed by the Consultants assigned to the Task Orders included in the Agreement executed on June 13, 2022. The Agreement included the following Task Orders with expected hours for each in parenthesis:

Exhibit C: Interim Town Manager (20 hours/week)

Exhibit D: Accounting and Code Enforcement Solutions (80 hours total)

Exhibit E: Revenue Analysis and Professional Services Solution Identification (240 hours total)

Exhibit F: Annual Budget Preparation and Compliance (300 hours total)

Exhibit G: Interim Town Clerk (10-20 hours/week)

Additional Task Orders were approved on September 14, 2022

Exhibit H: GRANT RESEARCH, WRITING & SUBMISSION (200 hours total)

Exhibit I: IMPLEMENTATION OF NEW TECHNOLOGY SOLUTIONS (200 hours total)

Exhibit J: BUSINESS TAX RECEIPTS (180 hours total)

Additional Task Orders were approved on October 12, 2022

Exhibit K: EMERGENCY – HURRICANE IAN (Sunset on expiration of Emergency Order)

Exhibit L: RECORDS AND DOCUMENT MANAGEMENT (400 hours total)

Exhibit M: SPECIAL ASSESSMENT ANALYSIS AND EXECUTION (480 hours total)

The worklogs below will serve as a full account of the activities on an hourly basis of the resources assigned to Kenneth City. The “work product” in the form of briefings, updates, Agreements, etc. will be included at the end of this report when possible or could be provided in a different form, including during an upcoming Council Meeting as part of the published agenda packet.

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Interim Town Manager

The following represents the tasks performed that are part of the **Task Order Exhibit C** - Interim Town Manager. The rate for this activity is \$125/hour and the expected work is 20 hours/week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
10/17/2022	Rob Duncan	1	Alignment meeting with Justin, JP and Michelle on Engineering projects.
10/17/2022	JP Murphy	1	Call with Justin AED.
10/17/2022	Lisa Hendrickson	.25	Communication with building official regarding citizen request for a copy of permits on a particular parcel. Advised of public record and notification to the clerk.
10/18/2022	Rob Duncan	3.5	Staff meeting. Alignment meeting with Safebuilt and staff. Phone call with Chief
10/18/2022	JP Murphy	2.25	Imagine That Performance & KC meeting, ZVL, Zoning meeting with broker.
10/18/2022	Lisa Hendrickson	1.5	Imagine That Performance team meeting (Rob, Lisa, JP, Jocilyn, Mike, and Ken). Discussed PW and PD department topics and various other staff topics.
10/19/2022	JP Murphy	2	GL Budget Entries, On site MGMT, Transition with Marilyn and Matt. Sign Checks.
10/20/2022	JP Murphy	3	Compile Category B expenses, on-site MGMT.
10/21/2022	Rob Duncan	1.5	Emails and phone calls concerning Town Business
10/21/2022	JP Murphy	3.5	FL START Payment and Reporting, Review Building Contract Strategy. Review Status of 58th Way property, code enforcement violations, building & permitting status and land use review. lan receipt entry.
10/21/2022	Lisa Hendrickson	1	Answered resident calls and walk-ins at Town Hall and handled as appropriate. Processed library card reimbursement application for a resident.
10/25/2022	Rob Duncan	2.5	Staff meeting. Phone calls with Chief, Lisa and Michelle.
10/25/2022	JP Murphy	1.5	Imagine That Performance and KC staff meeting.
10/25/2022	JP Murphy	2	Review Kenneth City WMP. ACH Payments to PRM, On-site MGMT, Discuss HR matters RE: discipline and resignations.
10/25/2022	Lisa Hendrickson	2	Imagine That Performance staff meeting (Rob, Lisa, JP, Jocilyn and Mike). Discussed PD department topics and various other staff topics. Listened to tape of 10/12/22 for motion on council item. Review of Airtable for Kenneth City use with JP.
10/26/2022	Rob Duncan	7	Setup and discussions about public works leadership transition including discussions with Town Attorney, one to ones with Ken and Keith, kickoff/alignment meeting with Ken and Keith combined. Follow up on letter regarding fishing pier request. Sign checks. Alignment with JP regarding funds deposited in conjunction with Fishing Pier. Paper Inbox cleanup.
10/26/2022	JP Murphy	.5	PD account recon, call with Mike Regan Re ZVL.
10/27/2022	Rob Duncan	1.5	Phone calls with Chief regarding Code enforcement and reporting needs going forward
10/27/2022	JP Murphy	5.5	Keith onboarding and Ken Transition, Ernst Park Lid meeting with DEP, PD donation account recon, on-site mgmt. Call with Spectrum regarding 10DLX and text to landline. Review Site plan for Kmart out parcels. Assemble infrastructure maps.
10/28/2022	Rob Duncan	3.5	Phone call with Chief. Meeting with Lisa and JP for decision making on selection of document management provider, permit fees, Safebuilt contract status and setup needs and payor portal options. Also discussed challenges related to transition and an employee issue. Phone call with Town Attorney

10/30/2022	Lisa Hendrickson	2.5	Worked on Town Manager's report.
Total Billable Hours		49	

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 49 Hours @ \$125/hour = **\$6,125**

Additional Notes:

Estimate: 20 hours / week which would have been \$5,000 for the 2 weeks.

Accounting and Code Enforcement

The following represents the tasks performed that are part of the **Task Order Exhibit D - Accounting and Code Enforcement Solutions**. The rate for this activity is \$125/hour and the expected work is 80 hours. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
Total Billable Hours		0	

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 0 Hours @ \$125/hour = **\$0**

Additional Notes:

Estimate: 80 hours for the project – 0 remaining

Revenue Analysis and Professional Services

The following represents the tasks performed that are part of the **Task Order Exhibit E - Revenue Analysis and Professional Services Solution Identification**. The rate for this activity is \$125/hour and the expected work is 240 hours. The Town will be billed for actual work time with no minimum or maximum billing.

10/17/2022	JP Murphy	2	EOR RFQ Draft
10/19/2022	JP Murphy	2	EOR Drafting
10/26/2022	JP Murphy	.5	Final EOR Draft pre-flight.
10/28/2022	JP Murphy	.5	EOR Final draft and publishing. Demand star.
Total Billable Hours		5	

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 5 Hours @ \$125/hour = **\$625.00**

Additional Notes:

Estimate: 240 hours for the project – **-12.75** hours remaining

Annual Budget Preparation and Compliance

The following represents the tasks performed that are part of the **Task Order Exhibit F - Annual Budget Preparation and Compliance**. The rate for this activity is \$125/hour and the expected work is 300 hours. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
10/17/2022	JP Murphy	5	Final Budget Recon in GL
10/25/2022	JP Murphy	3	TRIM Affidavit from Paper
Total Billable Hours		8	

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 8 Hours @ \$125/hour = **\$1,000**

Additional Notes:

Estimate: 300 hours for the project – **-5.25** remaining

Interim Town Clerk

The following represents the tasks performed that are part of the **Task Order Exhibit G** - Interim Town Clerk. The rate for this activity is \$90/hour and the expected work is 10-20 hours per week. The Town will be billed for actual work time with no minimum or maximum billing.

Date	Consultant	Hours	Task
10/17/2022	Jocilyn Martinez	.5	Forward invoice to Finance Department and respond to general public records requests for information such as PD Use of Force Policy Requests, Investigation Reports.
10/18/2022	Jocilyn Martinez	.5	Communication with PRM, Respond to Code Enforcement/Lien Requests.
10/19/2022	Jocilyn Martinez	1	Communication with Finance regarding invoices, Respond to Code Enforcement/Lien Requests, Communication with City Councilmember, Communication with CBIZ regarding payroll processing, Communication with PRM.
10/24/2022	Jocilyn Martinez	4	Respond to public records request regarding 2023 election, Scan and save documents to K drive, Respond to public records request for asbestos records, Communication with KCPD employee regarding vision coverage, Communication with Town Attorney regarding legal ad for Second Reading of 2022-658 and invoices, Process payroll to include PD buyback conversions and employee termination procedures, Process step increases for FY 22-23 in CBIZ for PD.
10/25/2022	Jocilyn Martinez	2	15 minutes, call with BCR to restore Town57 account, Meeting started at 11:00 pm
10/26/2022	Jocilyn Martinez	1.5	Research building department fees, Respond to public records requests, Process dental and vision insurance coverage changes in CBIZ
10/27/2022	Jocilyn Martinez	3	Communication with CBIZ regarding PD buyback program and employee name change, Communication with FRS and Voya Financial regarding employee termination and employee name change, Research Personnel Manual in Municode for employee termination procedures, Communication regarding employee name change procedures, Respond to Town57 general email inquiries, Send pay stubs to PW, Completion on 10.12.22 Council minutes
10/27/2022	Lisa Hendrickson	0	Team consult call with Town Clerk regarding employee payroll.
10/28/2022	Jocilyn Martinez	.5	Update employee name change in PRM Health Insurance BusinessSolver, Respond to email regarding Code Enforcement, Send Legal Ad for Second Reading of Ordinance 2022-658 to the Tampa Bay Times for publication
Total Billable Hours		13	

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 13 Hours @ \$90/hour = **\$1,170.00**

Additional Notes:

Estimate: 10-20 hours / week which would have been \$1,800 – \$3,600 for the 2 weeks.

Grant Research, Writing & Submission

The following represents the tasks performed that are part of the **Task Order Exhibit H** - Grant Research, Writing & Submission. The rate for this activity is \$125/hour and the work is not to exceed 200 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
Total Billable Hours		0	

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 0 Hours @ \$125/hour = \$0

Additional Notes:

Estimate: 200 hours for the project – 200 hours remaining

Implementation of New Technology Solutions

The following represents the tasks performed that are part of the **Task Order Exhibit I** - Implementation of New Technology Solutions. The rate for this activity is \$125/hour and the work is not to exceed 200 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
10/17/2022	Lisa Hendrickson	.5	Reviewed Aclarian contract and analyzed in accordance with RFP. Received web portal access and did first step for set up.
10/18/2022	Lisa Hendrickson	1.75	Meeting with SAFEbuilt (Rob, Lisa, JP, Jessica, Tom and TJ). Discussion of piggyback contract provisions, implementation of building services, software, and project timeline.
10/18/2022	JP Murphy	1.75	Safebuilt Meeting.
10/18/2022	Lisa Hendrickson	1	Second Imagine That Performance team meeting (Rob, Lisa, JP) regarding open task orders and moving forward with various items. Discussed Aclarian contract and recommended provision changes.
10/19/2022	JP Murphy	2	Meet with Mike F. to discuss COA and other Aclarian Setup items
10/19/2022	Lisa Hendrickson	1.25	Received signed letters of intent and denial and emailed to vendors who responded to RFP2022-04 Turn-Key Solution. Drafted response and emailed to Aclarian regarding contract provision changes recommended by Team Imagine. Communication with Interim Town Clerk regarding document management and set up.
10/19/2022	Lisa Hendrickson	4.5	Drafted meeting take-aways and follow up items from SAFEbuilt meeting. Drafted email, created Excel project timeline and implementation spreadsheet, enlisted the assistance of JP for troubleshooting. Emailed all teams copy of take-aways and project timeline and implementation spreadsheet.
10/19/2022	Lisa Hendrickson	1.25	Received and reviewed draft contract from SAFEbuilt. Made legislative changes and sought comment from Team Imagine. Upon request, reviewed police officer conditional offer of employment letter and offered no additional edits or comments.
10/20/2022	JP Murphy	1	Review Aclarian Contract Draft 1. Review Safe built contract drafts.
10/20/2022	Lisa Hendrickson	.5	Coordinated all feedback on SAFEbuilt contract, drafted email to Town Attorney with appropriate backup, and requested review by 11/3/2022.
10/21/2022	Lisa Hendrickson	1	Reviewed information requested by SAFEbuilt, consulted with building official, and started gathering information.
10/21/2022	Lisa Hendrickson	1	Reviewed Aclarian draft contract, analyzed with RFP, made comments, and emailed to Aclarian and the team.
10/24/2022	JP Murphy	6	Recruitment calls for Interim DPW. EOR RFQ; Accounting RFQ, IT Services RFP Drafts.
10/24/2022	Lisa Hendrickson	.5	Communication with public works supervisor regarding new business. Follow up sent to Town Attorney to confirm receipt of requested review for SAFEbuilt contract. Reviewed engineering RFP and offered comments.
10/26/2022	Lisa Hendrickson	.5	Drafted email and backup for Aclarian Agreements and sent to the Town Attorney for review and approval. Sent status update to Aclarian and rec'd acknowledgement. Review of Express employment email regarding temp. Reviewed Ordinance proof for Clerk.
10/26/2022	Lisa Hendrickson	1.25	Gathered documents and information in preparation for SAFEbuilt implementation. Reviewed Municode, requested fee resolution, requested review of payment processors.
10/27/2022	JP Murphy	.5	Bank Exports for Aclarian.
10/27/2022	Lisa Hendrickson	.75	Reviewed Town Attorney feedback on SAFEbuilt contract and forwarded to SAFEbuilt for review and approval. Worked on permit fee scenarios.
10/28/2022	JP Murphy	3.5	Uniform Chart of Account setup for Aclarian, Vendor data clean up. Building and Permit fee evaluation; team discussion and test of prior year data.
10/28/2022	JP Murphy	2	Uniform chart of account setup for Aclarian and vendor data clean up.
10/28/2022	Lisa Hendrickson	2.5	For integration with CommunityCore, requested price quotations from six payment process vendors. Several phone calls regarding volume and cost.

Emergency – Hurricane Ian

The following represents the tasks performed that are part of the **Task Order Exhibit K – Emergency – Hurricane Ian**. The rate for this activity is \$125/hour. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
10/18/2022	JP Murphy	2	FEMA Grants Portal User Administration and Begin PDA Documentation.
10/20/2022	JP Murphy	3	FEMA Grants Portal Entries.
10/21/2022	JP Murphy	.5	Ian receipt entry.
10/26/2022	JP Murphy	.5	Call with FEMA regarding Public Assistance. Call with 10DLX providers re: text to landline and mass emergency texting services.
Total Billable Hours		6	

Invoice Details:

Billed Time: October 3-9 & October 10-16 – 6 Hours @ \$125/hour = **\$750.00**

Records and Document Management

The following represents the tasks performed that are part of the **Task Order Exhibit L - Records and Document Management**. The rate for this activity is \$125/hour and the work is not to exceed 400 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
10/19/2022	Lisa Hendrickson	.5	Requested three local government price quotations from authorized vendors of Laserfiche. Laserfiche was awarded the Document and Records Management Contract (#11-25) establishing a Master Agreement for Documents and Records Management. RFP was issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, providing any county, city, special district, local government, state, etc. may purchase Products and Services through this contract.
10/20/2022	Lisa Hendrickson	.25	Answered follow up questions from vendors quoting on document management software.
10/25/2022	Lisa Hendrickson	1	Began initial review and organization of many documents and files left behind in the Clerk's office. Filed and scanned as appropriate.
10/26/2022	Lisa Hendrickson	.5	Zoom meeting with MCCi to review Laserfiche quote.
10/27/2022	Lisa Hendrickson	4.75	Conference call with Laserfiche vendor Information Consultants regarding their quote. Compiled all vendor Laserfiche quotes into Excel spreadsheet. Sent various email docs to team in preparation for tomorrow's decision-making meeting.
10/28/2022	Lisa Hendrickson	1.5	Continued to work through paper documents and putting them in their place in preparation for document management.
10/29/2022	Lisa Hendrickson	.25	Laserfiche comparison and update sent to Clerk, notification made to vendor.
Total Billable Hours		8.75	

Significant Accomplishment:

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 8.75 Hours @ \$125/hour = **\$1,093.75**

Additional Notes:

Estimate: 400 hours for the project – 387.50 hours remaining

Special Assessment Analysis and Execution

The following represents the tasks performed that are part of the **Task Order Exhibit M** – Special Assessment Analysis and Execution. The rate for this activity is \$125/hour and the work is not to exceed 480 hours. The Town will be billed for actual work time.

Date	Consultant	Hours	Task
10/17/2022	Michelle Berger	.75	Communication with stakeholders; Engineer regarding stormwater issues.
10/27/2022	JP Murphy	2	Stormwater evaluations.
10/30/2022	Michelle Berger	.25	Administration & Submission of Project Report
Total Billable Hours		3	

Invoice Details:

Billed Time: October 17--23 & October 24-30 – 3 Hour @ \$125/hour = **\$375**

Additional Notes:

Estimate: 480 hours for the project – 476.50 hours remaining



INVOICE

Imagine That Performance

18133 Portside Street
Tampa, Florida 33647
United States

imaginethatperformance.com

Bill to
Town of Kenneth City

Robert Howell
6000 54th Avenue North
Kenneth City, Florida 33709
United States

727-498-8948
howellr@kennethcityfl.org

Invoice Number: 1329
Invoice Date: November 8, 2022
Payment Due: November 23, 2022
Amount Due (USD): \$17,826.25

Items	Quantity	Price	Amount
Interim Town Manager Detailed tasks provided on Project Report	49	\$125.00	\$6,125.00
Accounting and Code Enforcement Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Revenue Analysis and Professional Services Detailed tasks provided on Project Report	5	\$125.00	\$625.00
Annual Budget Preparation and Compliance Detailed tasks provided on Project Report	8	\$125.00	\$1,000.00
Interim Town Clerk Detailed tasks provided on Project Report	13	\$90.00	\$1,170.00
Grant Research, Writing & Submission Detailed tasks provided on Project Report	0	\$125.00	\$0.00
Implementation of New Technology Solutions Detailed tasks provided on Project Report	43	\$125.00	\$5,375.00
Business Tax Receipts Detailed tasks provided on Project Report	10.5	\$125.00	\$1,312.50
Emergency Task Order – Hurricane Ian Detailed tasks provided on Project Report	6	\$125.00	\$750.00
Records / Document Management Detailed tasks provided on Project Report	8.75	\$125.00	\$1,093.75
Special Assessment Analysis and Execution Detailed tasks provided on Project Report	3	\$125.00	\$375.00

Total: \$17,826.25

Amount Due (USD): \$17,826.25

Tracking Consultant Hours vs. Estimates

The table below is a summary of the hours logged so far compared to total amount in the Agreement executed on June 13, 2022 along with additional Task Orders executed up to October 12, 2022.

June 13, 2022 Agreement & Task Orders				EXHIBIT C	EXHIBIT D	EXHIBIT E	EXHIBIT F	EXHIBIT G	EXHIBIT H	EXHIBIT I	EXHIBIT J	EXHIBIT K	EXHIBIT L	EXHIBIT M	
Report	Invoice #	Invoice \$	Dates	Interim Town Manager	Accounting and Code Enforcement	Revenue Analysis and Professional Services	Annual Budget Preparation and Compliance	Interim Town Clerk	Grant Research, Writing & Submission	Implementation of New Technology Solutions	Business Tax Receipts	Emergency Services - lan (Expired)	Records/Document Management	Special Assessment Analysis and Execution	
1	1252	\$ 15,703.75	6/13-6/26	38.00	23.00	48.00	9.25	10.25							
2	1259	\$ 18,752.50	6/27-7/10	42.50	18.50	63.00	3.50	28.50							
3	1267	\$ 22,120.00	7/11-7/24	39.00	18.00	52.00	41.50	36.75							
4	1272	\$ 20,827.50	7/25-8/7	48.50	12.00	39.50	51.50	21.00							
5	1278	\$ 19,030.00	8/8-8/21	68.25	6.00	22.25	43.50	19.25							
6	1285	\$ 14,436.25	8/22-9/4	40.00	0.00	7.00	56.25	16.00							
7	1287	\$ 15,361.25	9/5-9/18	48.50	0.00	5.50	60.25	12.00							
8	1291	\$ 9,050.00	9/19-10/2	30.50	1.25	4.00	13.50	20.00	0.00	0.00	8.75	98.25	0.00	0.00	
9			10/3-10/16	56.00	1.25	6.50	18.00	21.00	5.75	18.50	20.75	5.50	3.75	0.50	
10			10/17-10/30	49.00	0.00	5.00	8.00	13.00	0.00	43.00	10.50	6.00	8.75	3.00	
11															
12															
Total		\$ 135,281.25		460.25	80.00	252.75	305.25	197.75	5.75	61.50	40.00	109.75	12.50	3.50	
Agreement Values				Estimate	20/week	80	240	300	10-20/week	200	200	180		400	480
				Remaining		0.00	-12.75	-5.25		194.25	138.50	140.00		387.50	476.50
				Average	23.01				9.89						

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Memo on Department of Environmental Protection Grants

Summary:

This item provides an update on Department of Environmental Protection Grants

Proposed Recommendation:

This item is for information purposes only.



Rob Duncan, Interim Town Manager
Town of Kenneth City, FL
6000 54th Ave North
Kenneth City, FL 33709

Regarding: Grant Information & Progress Update
November 4, 2022

Interim Town Manager Duncan,

As you are aware, the Town of Kenneth City applied to the Department of Environmental Protection's (DEP) *Resilient Florida Program* for a planning grant. This planning grant, if awarded, will enable the Town of Kenneth City to procure a Vulnerability Assessment (VA) study. This is the first step necessary toward further resiliency grant funding requests. At present, the Town uses the data from Pinellas County's Vulnerability Assessment. The more localized the study, the more impactful the mitigation efforts can be. The DEP encourages each local government agency to pursue data regarding their respective vulnerabilities and resiliencies. This is the reason they are helping with funding these expensive public safety projects.

On behalf of the Town of Kenneth City and in response to the Town Council's request to pursue resiliency grants, the grant application was entered September 1, 2022. Award announcements are expected from DEP in the spring of 2023, most likely March-April. There is no guarantee that the Town will receive the award on its first attempt. If, however, the Town does receive notice of an award, the notice information will be brought back before the Town Council as an official award letter to be formally accepted. The details of the award (payouts to Town, reporting responsibilities and deliverables) will be part of the information that the Council will review at a public meeting and choose to accept or deny. The standard payout of typical local VA planning grants is \$75,000 with no matching funds needed.

Below is the latest, Fall update from the DEP on the Resilient Florida Program. I provide this simply as ongoing communications on our progress.

Many thanks,

Michelle

Michelle Berger
Senior Consultant, Imaging That Performance

RESILIENT FLORIDA PROGRAM APPLICATION SUMMARY (FALL UPDATE)

The program accepted applications for both planning and implementation grants from July 1 to Sept. 1 and received the following:

Fiscal Year 2023/24 Implementation Grants - 269 implementation projects submitted, totaling almost \$1.5 billion.

FY22/23 Planning Grants - 192 planning projects submitted, totaling almost \$50 million.

The program is developing the Statewide Flooding and Sea Level Rise Resilience Plan, which is due to the Governor, the President of the Senate and the Speaker of the House of Representatives on Dec. 1. The plan will consist of ranked projects that address risks of flooding and sea level rise to Florida's coastal and inland communities and will include all eligible projects submitted to the department pursuant to [Section 380.093, F.S.](#)

Agenda Memo

To: Kenneth City Town Council
From: Rob Duncan, Interim Town Manager
Date: 11/10/22



Subject: Approval of Public Works Task Order with Imagine That Performance

Summary

The Town of Kenneth City executed an Agreement with Imagine That Performance on June 15, 2022. For the Town Council's consideration is an additional task order for Public Works Departmental Services which were not included in the original Agreement.

Proposed Recommendation:

Council to approve Public Works Departmental Services task order with Imagine That Performance.

Proposed Motion(s):

(Approve – Deny) Task Order N – Public Works Departmental Services with Imagine That Performance.

EXHIBIT N: PUBLIC WORKS DEPARTMENT SUPERVISION

This Task Order is issued pursuant to the Agreement for Services (the “Agreement”) dated 13th day of June 2022, by and between the TOWN and COMPANY. Whereas, the department of public works is established by the Town Charter, Section 4.05. The COMPANY shall provide a scope of services in the manner set forth herein while also evaluating opportunities for financial efficiencies, outsourcing, hiring staff and training staff:

1) PROJECT DESCRIPTION: The TOWN desires the COMPANY to provide or outsource for those services generally described herein as: Public Works Department Supervision.

2) SCOPE OF SERVICES: COMPANY, through its identified staff, or by outsourcing agrees to provide the following services:

- a) Maintenance of all streets, sidewalks, curbing and storm drainage systems of the town.
- b) Provide proposed programs for the maintenance and improvements of those items under his jurisdiction.
- c) See that all approved programs are carried out in the most economical and expeditious manner.
- d) Provide proposals for programs for future years, including estimated financial requirements.
- e) Supervise and be responsible for the work and training of employees authorized in such department.
- f) Keep the Interim Town Manager, or their designee, informed at all times on department of public works operations.
- g) Establish a preventive maintenance program for all town-owned street maintenance and other mechanical equipment, including all town vehicles.
- h) Prepare requests for equipment and contractual services required for the operation of the department of public works, working with the councilmember in charge.
- i) Inspect and approve all contract work before any bill is presented for approval of payment.
- j) Assist the traffic engineer in the supervision of painting, repairing, and installing safety lines.
- k) Supervise the maintenance of playgrounds and equipment.
- l) Be conversant with the department of public works finances and assist in the budget process.
- m) Supervise and direct all construction and reconstruction of all streets, avenues, alleys and public places, and improvements of the same, including sidewalks, crosswalks, drains, ditches, culverts, gutters, crossing bridges, viaducts and other related improvements and the repair thereof.
- n) Responsible for street lighting and collection of garbage and refuse not picked up by regular refuse collector.
- o) Perform such other duties as may properly come within the requirements of the department of public works.

3) FINANCIAL MATTERS: TOWN shall compensate COMPANY for services pursuant to the Agreement and the following:

- a) Hours will be billed at \$50.00/hour and tracked/logged in the weekly report.
- b) For Billing Purposes, the “Work Week” will be Monday – Sunday.

- c) Invoice for two weeks will be remitted Wednesday after 2nd Work Week.
- d) Task work shall not exceed 40 hours per week, excluding work for which is conducted under a natural disaster, or public emergency. Town will only be invoiced for actual hours worked.

4) TERM: The public works departmental services will begin on or around October 26, 2022.

5) ASSIGNED RESOURCES: The COMPANY will designate Keith Bodeker as lead for this Task Order. Additional COMPANY resources will participate as needed to complete required tasks.

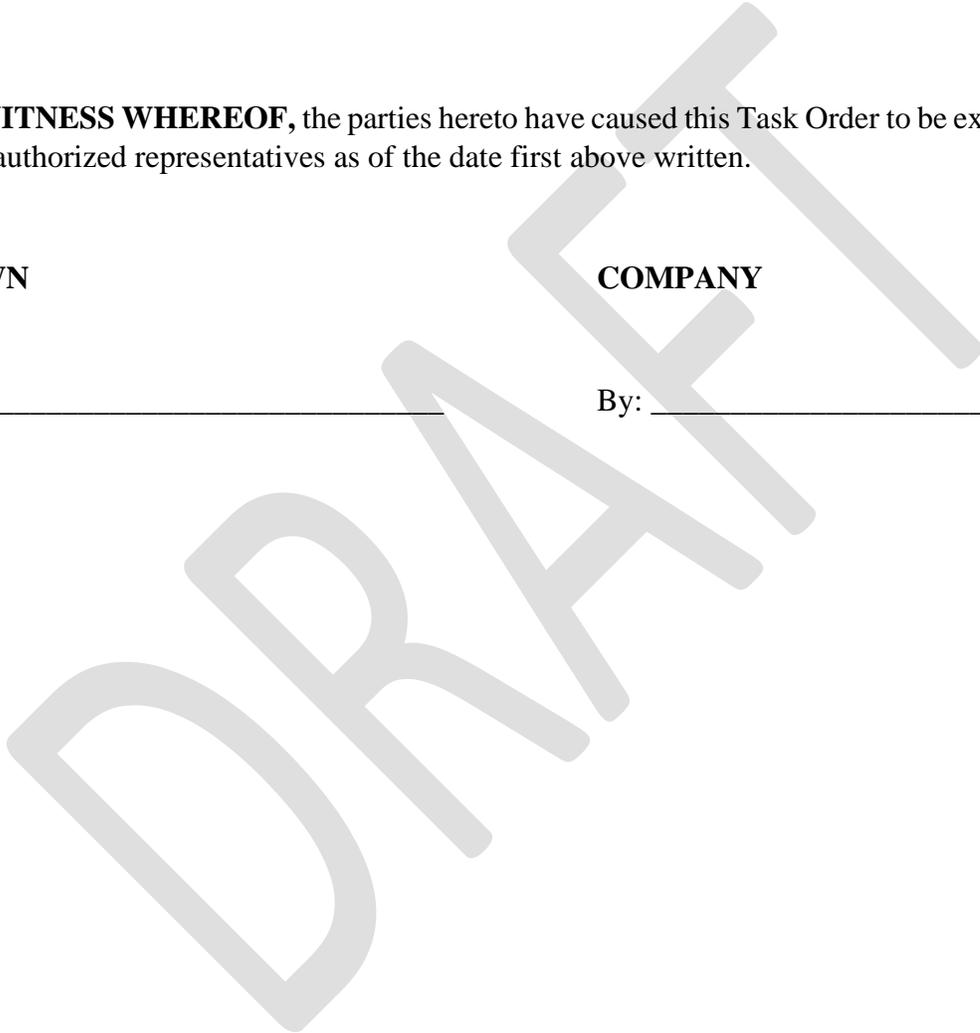
IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives as of the date first above written.

TOWN

COMPANY

By: _____

By: _____



Agenda Memo



To: Kenneth City Town Council

From: Keith A. Bodeker

Date: 11/10/2022

Subject: 5694 46th Ave N Pipe Replacement

Summary

Advanced Engineering & Design, Inc. (AED) assisted the Town in soliciting pricing for the repair of a damaged pipe located near 5694 46th Avenue North. The scope of work entails full replacement of a 24" CMP with a 24" pipe segment using either RCP or PVC. New piping will connect to existing structures on the northern and southern terminus of the project. Full restoration of damaged surfaces will be performed. The below firms were contacted and the attached pricing documents were received. A summary of the submitted pricing is as follows: **Company Price** MTM Contractors, Inc. \$46,751.00 RAM Excavating, Inc. \$68,800.00 Kamminga & Roodvoets, Inc. \$145,600.00 As seen above, MTM Contractors, Inc. (MTM) provided the lowest price for the work. MTM has performed work for the Town in the past and recently completed the 46th Avenue Recreational Trail project. They are qualified to perform the work.

Staff is requesting waiver of formal solicitation under Section 2-409(b)TCO, based on the determinations that the non-speculative cost of competitive solicitation would significantly outweigh any savings and benefit to the town. A formal bid would necessitate formalized bid specs and significant engineering and consultant costs to draft the bids. In addition, a formalized bid process would further extend the timely repair of the structures and risk further damage to adjacent properties. The town engineer independently solicited quotes from at least five qualified contractors with at least two contractors declining to quote due to the volume of work they are already undertaking.

Financial Impact: This work has already been budgeted for in the FY 22/23 Capital Improvement Fund under the Stormwater Improvements line item.

Recommendation: Staff recommends that MTM Contractors, Inc. be awarded the 5694 46th Ave N. Pipe Replacement project in the amount of \$46,751.00.

Proposed Motion(s): Motion to approve MTM Contractors, Inc. as a contractor for the 5694 46th Ave N. Pipe Replacement project in the amount of \$46,751.00.

R.A.M. EXCAVATING, INC.

2897 Oakridge CT.
Palm Harbor, FL 34685
PH: 727-463-6428
E-mail: rich@ramexcavating.net

5710 46th Ave N pipe replacement

October 30, 2022

We propose to supply labor, equipment, and materials to replace the failing CMP with HDPE for the below itemized cost.

Pre-Con Video	1,200.00
Mobilization	4,000.00
M.O.T.	2,500.00
Clear & Grub	4,000.00
24" CMP Removal	1,400.00
24" HDPE PIPE	48,900.00
6' Wood Fence	3,000.00
Chain Link Fence	600.00
St. Augustine Sod	3,200.00
TOTAL	\$ 68,800.00

Thank you for considering us for your project.

Richard Slack
President

Advanced

5694 - 5710 46th Ave

KAMMINGA & ROODVOETS, INC.
 5219 Cone Road
 Tampa, Florida 33610

PH 813-623-3031
 FX 813-628-4490

October 14, 2022

ITEM NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1.00	LS	\$ 47,000.00	\$ 47,000.00
2	MOT	1.00	LS	\$ 5,000.00	\$ 5,000.00
3	Remove & Replave 24" RCP	100.00	LF	\$ 720.00	\$ 72,000.00
4	Restoration	1.00	LS	\$ 21,600.00	\$ 21,600.00
TOTAL					\$ 145,600.00

NOTES:

NO PORTION MAY BE DELETED.
 NO SUNDAY OR NIGHT WORK INCLUDED.
 PRICE INCLUDES PRECONSTRUCTION VIDEO, THERE ARE CRACKS AND MISSING STUCCO ON 5694 AND 5710
 THIS QUOTE DOES NOT INCLUDE REPAIRING THOSE HOMES OF EXISTING DAMAGE
 K&R IS REQUESTING TO HAVE THE INSIDE OF THE HOMES INSPECTED PRIOR TO CONSTRUCTION TO CONFIRM
 THAT NO CRACKING OR DAMAGES IS PRESENT PRIOR TO CONSTRUCTION
 PRICE INCLUDES DENSITY TESTING REPORTS
 PRICE INCLUDES VIDEO OF NEW PIPE
 PRICE INCLUDES REMOVAL OF EXISTING 24" PIPE AND INSTALLATION OF NEW 24" RCP
 BETWEEN THE TWO STRUCTURES WITHIN THE SHADED AREA OF THE PLANS
 PRICE INCLUDES GRADING AND INSTALLING NEW SOD WITHIN THE TRENCH EXCAVATION



6550 53rd Street
Pinellas Park FL 33781

Tel: 727-528-0178
Fax: 727-528-0547

Invoice

Date: 20-May-22

Submitted To:		Project Name:	
Town of Kenneth City	Cell	Storm Drain Replacement	
	Tel		
		5710-5649 46th Ave N	
		Revised 10-14-22	
	email		

We hereby submit specifications and estimates for: **Proposal is valid for 30 days**

Description	Unit	Qty	Unit Price	Total	
					\$46,751.00
Mobilization	LS	1	3,500.00	3,500.00	
MOT	LS	1	1,275.00	1,275.00	
Erosion Control	LS	1	950.00	950.00	
Dewatering	LS	1	4,965.00	4,965.00	
Trench Safety	LS	1	3,250.00	3,250.00	
Clearing & Grubbing	LS	1	2,895.00	2,895.00	
24" ADS HP	LF	100	150.00	15,000.00	
Connect to Existing Structure	EA	2	2,234.00	4,468.00	
Fence 6' Board on Board	LF	60	65.00	3,900.00	
Gate 4'	EA	1	998.00	998.00	
Sod	SF	1200	2.75	3,300.00	
Video with Laser Profile	LS	1	2,250.00	2,250.00	
Subtotal:					\$46,751.00
Please Note:					
Permits if needed.					
By Others					

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Payment is Net: 10 days from date of Invoice

Date:

Signature

Signature MTM Contractors Inc

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Second Reading of Ordinance 2022-658 Special Magistrate

Summary:

For Council consideration is a Second Reading of Ordinance 2022-658 which contemplates a Development Special Magistrate to provide an efficient way to allow property owners to request a hearing before a neutral decision maker and allow the Town to ensure the Town's Land Development Regulations are applied in a neutral and fair manner.

Proposed Recommendation:

Motion to approve the Second Reading of Ordinance 2022-658 is recommended.

ORDINANCE NO. 658 - 2022

AN ORDINANCE OF THE TOWN COUNCIL OF KENNETH CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE TOWN'S CODE OF ORDINANCES BY CREATING SECTION 2-392 "DEVELOPMENT SPECIAL MAGISTRATE" TO PROVIDE FOR A DEVELOPMENT SPECIAL MAGISTRATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Kenneth City (the "Town") Code of Ordinances (the "Code") provides for special magistrate to hear certain code violations; and

WHEREAS, the Town Code provides for a Board of Adjustment to hear variance requests for residential property owners and the process to appoint the members and schedule meetings is not as efficient and practical for residential property owners that wish to apply for a variance from the Town's Land Development Regulations; and

WHEREAS, a development special magistrate would provide an efficient way to allow the property owners to request a hearing before a neutral decision maker and allow the Town to ensure the Town's Land Development Regulations are applied in a neutral and fair manner; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to amend the Code to provide for a development special magistrate.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF KENNETH CITY, FLORIDA, AS FOLLOWS:¹

Section 1. Recitals Adopted. That each of the above stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Amendment to the Town Code. That Chapter 2, "Administration," of the Town's Code of Ordinances is hereby amended to read as follows:

CHAPTER 2 – ADMINISTRATION

* * *

DIVISION 4. DEVELOPMENT SPECIAL MAGISTRATE

¹ Strikethrough words are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with highlighted double-strikethrough and double underline.

36 **Section 2-392. Development Special Magistrate.**

37 (a) The intent of this section is to create a position called "Development Special Magistrate" with the
38 authority to act and render administrative decisions on requests for variances and other matters
39 as set forth below and in the Town's Code of Ordinances, from established land development
40 regulations and other regulatory matters.

41 (b) Appointment and removal.

42 1) The Development Special Magistrate shall be an attorney who possesses an outstanding
43 reputation for civic pride, interest, integrity, responsibility, and business or professional
44 ability. Appointments shall be made by the Town Council on the basis of experience or
45 interest in local government matters.

46 2) Appointment shall be made for a term at the discretion of the Town Council not to exceed
47 a period of three (3) calendar years. The Development Special Magistrate may be
48 reappointed at the discretion of the Town Council.

49 3) The Development Special Magistrate serves at the pleasure of the Town Council and the
50 Town Council shall have the authority to remove the Development Special Magistrate
51 with or without cause.

52 4) The Development Special Magistrate shall not be a Town employee.

53 5) The Development Special Magistrate shall be compensated at a rate to be determined by
54 the Town Council.

55 (c) Conduct of hearing and minimum procedures.

56 1) Application. An application for a variance or other matter necessitating an appearance
57 before the Development Special Magistrate shall be submitted thirty (30) days prior to
58 being set for a regularly scheduled special magistrate meeting agenda. The property
59 owner and applicant, if different, must sign the application.

60 2) Application filing fee. Applicants will pay a fee or fees, as set by the Town Council, when
61 the application is submitted.

62 3) Notification. When and at such time as an application to appear before the Development
63 Special Magistrate is made, the application shall be filed with the Town Manager or
64 designee. The Town Manager or designee shall comply with all public hearing
65 requirements under local and state law.

66 4) Public hearing.

67 i. Failure of the applicant and/or the applicant's representative to appear at the
68 advertised public hearing. The Development Special Magistrate may continue
69 and table an application to its next regularly scheduled hearing if there is no
70 applicant and/or representative in attendance to address an application at the
71 noticed public hearing. Failure of the applicant and/or representative to appear at
72 the second public hearing may result in the denial of the application. The
73 Development Special Magistrate application fee is nonrefundable.

74 ii. The Town Clerk, or designee, shall administer oaths to all witnesses.

75 iii. At the hearing, any interested person may be heard upon the subject matter of
76 any application. Members of a specific group or association are requested to
77 appoint a spokesperson who will represent their collective position. Interested
78 persons other than the Town and applicant shall not be entitled to any
79 substantive quasi-judicial right or privilege, such as the right of cross
80 examination, other than the ability to be heard. The Development Special
81 Magistrate may, in his/her sound discretion, impose reasonable time limits on the
82 testimony of interested persons, the Town and the applicant.

- 83 5) Decisions and/or recommendations. The Development Special Magistrate shall, for all
84 applications, reduce to writing findings of fact, conclusions of law and the decision as to
85 granting of an application, granting of an application with conditions, or denying an
86 application in an appropriate order.
- 87 6) Automatic expiration of relief. Applications for relief that are granted by the Development
88 Special Magistrate and not acted upon within one (1) year of being granted shall
89 automatically expire. The Town Manager or designee shall have the authority to grant a
90 one-time extension up to ninety (90) days upon a determination the Applicant has made
91 reasonable efforts to comply with the order.
- 92 7) Written records. Minutes shall be kept of all hearings by the Development Special
93 Magistrate, and all hearings shall be open to the public. The Town Manager shall provide
94 clerical and administrative personnel as may be reasonably required by the Development
95 Special Magistrate for the proper performance of his/her duties. The minutes of all
96 proceedings, decisions and/or recommendations of the Special Magistrate shall be made
97 public record on file in the office of the Town Clerk.
- 98 (d) Powers. The Development Special Magistrate shall have the following powers:
- 99 1) To establish rules and regulations not inconsistent with the provisions of this section or
100 other local or state law.
- 101 2) To hear and decide matters assigned by Ordinance of the Town of Kenneth City.
- 102 3) To grant dimensional variances, which only include the height or width of a structure or
103 the width, depth or size of yards, where,
- 104 ~~i. By reason of the exceptional narrowness, shallowness or unusual shape of a lot,~~
105 ~~parcel of land or a site, or trees in buildable area;~~
- 106 ~~ii. By reason of exceptional topographic conditions; or~~
- 107 ~~iii. By reason of some other extraordinary situation or condition related to the site,~~
108 ~~the literal enforcement of this Code would deprive the applicant of reasonable~~
109 ~~capacity to make use of the land in a manner equivalent to the use permitted~~
110 ~~other landowners undertaking similar, permitted development in the same zoning~~
111 ~~district, after finding each fact and condition requirement in the applicable Code~~
112 ~~section have been met.~~
- 113 i. Special conditions and circumstances exist affecting the land, structure or
114 building involved preventing the reasonable use of the property for which the
115 variance is sought.
- 116 ii. A literal interpretation of the provisions of the Code will deprive the applicant of
117 rights commonly enjoyed by other properties in the district.
- 118 iii. The circumstances which cause the hardship are peculiar to the property, or to
119 such a small number of properties that they clearly constitute marked
120 exceptions to other properties in the district.
- 121 iv. The hardship is not self-created by any person having an interest in the
122 property or the result of mere disregard for, or ignorance of, the provisions of
123 this Code.
- 124 v. The variance is the minimum variance that will make possible the reasonable
125 use of the property.
- 126 vi. injurious to the neighborhood, or otherwise detrimental to the public welfare.
- 127 vii. Granting the variance requested will not be detrimental to adjacent property or
128 adversely affect the public welfare. No nonconforming use of neighboring
129 lands, structures or buildings in the same district, and no permitted use of land,

130 structures or buildings in other districts shall be grounds for the issuance of a
131 variance.

132 4) To table or continue a hearing on an application if additional information is needed or
133 requested by the Development Special Magistrate.

134 5) To, in any order, prescribe appropriate conditions and safeguards in conformity with the
135 Town's land development regulations and ordinances. Violation of such conditions and
136 safeguards, when made a part of the terms of an order, shall be deemed a violation of
137 this Code. The Development Special Magistrate may also prescribe a reasonable time
138 limit within which the action for which the order concerns shall be begun or completed or
139 both, provided however that under no circumstances shall the Special Magistrate enter
140 an order allowing a use not permitted in the parcel in question's applicable zoning district
141 of the Town's land development regulations. Nonconforming use of neighborhood lands,
142 structures or buildings in the same zoning district shall not be considered grounds for the
143 authorization of a variance. Financial loss standing alone is not sufficient justification for a
144 variance.

145 (e) Reapplication. An application for the reconsideration or rehearing of an application which has
146 been previously acted upon by the Development Special Magistrate may be made in the same
147 manner as provided for at original consideration or hearing. However, no appeal or petition by
148 applicant requesting the same relief or approval for the same property shall, without a
149 substantial change as determined by the Development Special Magistrate, be accepted for
150 reconsideration or rehearing for a period of three (3) months following the date of any action
151 taken by the Special Magistrate.

152 (f) Rehearing.

153 1) All decisions of the Development Special Magistrate are final. Applications, once acted
154 upon, may not be reheard unless the applicant can demonstrate that the decision
155 resulted from an error in substantive or procedural law, or provides new evidence or
156 information not discoverable prior to the initial hearing. A different or more effective
157 presentation of the same evidence or information shall not be considered grounds for a
158 rehearing. Provided that grounds for rehearing exist, either the Town or the applicant may
159 request a rehearing of the decision of the Development Special Magistrate. A request for
160 rehearing shall be made in writing, and shall be delivered to the Town Clerk within ten
161 (10) days of the date of rendition of the order sought to be reheard. The written request
162 for rehearing shall specify the precise reasons therefor.

163 2) If, after review of a timely written request for rehearing, the Development Special
164 Magistrate determines a rehearing should be granted, the Development Special
165 Magistrate or Alternate Development Special Magistrate may:

166 i. Schedule a hearing where the parties will be given the opportunity to present
167 limited evidence or argument as to the specific reasons for which the rehearing
168 was granted; or

169 ii. Modify or reverse the prior order, without receiving further evidence, provided
170 that the change is based on a finding that the prior decision of the Development
171 Special Magistrate resulted from a ruling on a question of law which the
172 Development Special Magistrate has determined to be an erroneous ruling.

173 3) Until the request for rehearing has been denied or otherwise disposed of, the order of the
174 Development Special Magistrate shall be stayed, and the time for taking an appeal shall
175 not commence to run until the date upon which the Development Special Magistrate has
176 finally disposed of the request for rehearing by denying the same or otherwise.

177 (g) Appeals. An aggrieved party, including the Town, may appeal a ruling or order of the
178 Development Special Magistrate or Alternate Development Special Magistrate by proceeding in
179 the circuit court for the county, in accordance with the Florida Rules of Appellate Procedure. An

180 appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The
181 nature of the appeal shall be from a final administrative order.

182 (h) Ex parte provisions.

183 1) No person who is or may become a party or a witness to a hearing before the
184 Development Special Magistrate shall communicate with him/her concerning any matter
185 pending before him except at the hearings provided for in this section. This restriction
186 shall extend to any person appearing or interceding on behalf of a party, whether or not
187 such person may have a direct, personal or financial interest in the property which is the
188 subject of the alleged violation.

189 2) The Development Special Magistrate shall not communicate with any party, witness,
190 representative of a party, or interceding person concerning any matter pending before
191 him except at the hearings provided for in this section.

192 i. Alternate Development Special Magistrates. The Town Council may appoint one
193 (1) or more qualified persons to serve as alternative Development Special
194 Magistrates in the event a conflict of interest under Florida law or the Rules
195 Regulating the Florida Bar prevents the Development Special Magistrate from
196 ruling in a particular matter.

197 **Section 3. Conflicting Provision.** Any provisions of the Code of Ordinances of
198 Kenneth City, Florida, in conflict with the provisions of this Ordinance are hereby
199 repealed, but only to the extent of such conflict.

200 **Section 4. Severability.** That the provisions of this Ordinance are declared to
201 be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for
202 any reason, be held to be invalid or unconstitutional, such decision shall not affect the
203 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance,
204 but they shall remain in effect, it being the legislative intent that this Ordinance shall
205 stand notwithstanding the invalidity of any part.

206 **Section 5. Codification.** That it is the intention of the Town Council and it is
207 hereby ordained that the provisions of this Ordinance shall become and be made a part
208 of the Code of Ordinances of Kenneth City that the sections of this Ordinance may be
209 renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance"
210 shall be changed to "Section," or other appropriate word.

211 **Section 6. Effective Date.** That this Ordinance shall become effective
212 immediately upon adoption on second reading.
213

214
215
216 **PASSED and ENACTED** this 16th day of November, 2022.

217
218 First Reading: October 12, 2022

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220 Second Reading: November 16, 2022
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Attest:

Jocilyn Martinez
Interim Town Clerk

Robert J. Howell
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole + Bierman, P.L.
Town Attorney

FINAL VOTES AT ADOPTION	
Council Member Bonnie Noble	_____
Council Member Barbara Roberts	_____
Council Member Megan Zemaitis	_____
Vice Mayor Kyle Cummings	_____
Mayor Robert J. Howell	_____

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: First Reading of Ordinance 2022-659 Amending Chapter 74 and 82

Summary:

For Council consideration is a First Reading of Ordinance 2022-659 which amends Chapter 74 and 82 to allow for a Development Special Magistrate

Proposed Recommendation:

Motion to approve the First Reading of Ordinance 2022-659 is recommended.

ORDINANCE NO. 659 - 2022

1
2
3 AN ORDINANCE OF THE TOWN COUNCIL OF
4 KENNETH CITY, FLORIDA, AMENDING CHAPTER
5 74 "PLANNING" OF THE TOWN'S CODE OF
6 ORDINANCES BY AMENDING ARTICLE III
7 "REZONINGS, VARIANCES, LAND USE PLAN
8 AMENDMENT" SECTIONS 74-101 "NOTICE
9 REQUIREMENT FOR PUBLIC HEARINGS" AND
10 74.102 "FEES" TO PROVIDE NOTICE
11 REQUIREMENTS AND FEES FOR A
12 DEVELOPMENT SPECIAL MAGISTRATE; AND,
13 AMENDING CHAPTER 82 "ZONING" DIVISION 3
14 "BOARD OF ADJUSTMENT" SECTIONS 82-72
15 "POWERS AND DUTIES" AND 82-73 "EXERCISE
16 OF POWERS; REQUIRED VOTE" TO PROVIDE
17 THAT VARIANCE REQUESTS FOR RESIDENTIAL
18 AND GOVERNMENT OWNED PROPERTY SHALL
19 APPEAR BEFORE A DEVELOPMENT SPECIAL
20 MAGISTRATE; PROVIDING FOR SEVERABILITY;
21 PROVIDING FOR INCLUSION IN THE CODE;
22 PROVIDING FOR CONFLICTS; AND PROVIDING
23 FOR AN EFFECTIVE DATE.

24 WHEREAS, the Town of Kenneth City (the "Town") Code of Ordinances (the
25 "Code") provides for a Board of Adjustment to hear variance and special exception
26 requests for all property owners of the Town; and

27 WHEREAS, the Code provides that the Board of Adjustment is comprised of five
28 members appointed by the Town Council and two alternate members and applications
29 for variance requests shall be presented to the Board for a final decision; and

30 WHEREAS, the process to appoint the members and schedule meetings for all
31 of the Board members, the applicant and staff is not as efficient and practical for
32 residential and governmental property owners and creates delays and increased costs
33 to the Town and the applicants; and

34 WHEREAS, a development special magistrate would provide an efficient way to
35 allow the property owners to request a hearing before a neutral decision maker and
36 allow the Town to ensure the Town's Land Development Regulations are applied in a
37 neutral and fair manner; and

38 WHEREAS, the Town Council finds that it is in the best interest of the Town to
39 amend the Code to provide for a development special magistrate shall hear variance
40 requests for residential and government owned property.

41 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN**
42 **COUNCIL OF KENNETH CITY, FLORIDA, AS FOLLOWS:**¹

43 **Section 1. Recitals Adopted.** That each of the above stated recitals are
44 hereby confirmed, adopted, and incorporated herein and made a part hereof by
45 reference.

46 **Section 2. Amendment to the Town Code.** That Chapter 74, "Planning," of
47 the Town's Code of Ordinances is hereby amended to read as follows:

48 **CHAPTER 74 – PLANNING**

49 * * *

50 **ARTICLE III REZONINGS, VARIANCES, LAND USE PLAN AMENDMENT**

51

52 **Sec. 74-101. Notice requirement for public hearings.**

- 53 (a) When any person, property owner or other entity, makes application before either the
54 ~~zoning and planning and zoning~~ board, the board of adjustment, special magistrate, or the
55 council, the application shall come on before such board or council for a public hearing,
56 prior to which time 15 days' notice shall be given to all property owners within 150 feet in
57 any direction from the property which is the subject of the application.
- 58 (b) The notice required herein shall be by mail to the person or entity who is the owner of
59 property within 150 feet as set out and listed on the tax rolls for the county.
- 60 (c) The provisions contained herein shall supplement and be in addition to all other laws of the
61 state and other provisions of this Code.

62 **Sec. 74-102. Fees.**

- 63 (a) *Schedule of fees.* Section 78-43 provides for the establishment of fees. No application for
64 variance, rezoning, or land use plan amendment shall be accepted unless or until charges
65 and fees have been paid in full. The schedule of fee is as follows:

Title		Fee
<i>Board of adjustment or Special Magistrate :</i>		
(1)	Variance:	
	a. Residential	\$ 150.00
	b. Commercial	150.00
	c. Flood damage control	150.00
(2)	Appeals	100.00
(3)	Special exceptions	150.00
<i>Impact fees:</i>		
Countywide transportation impact fee—As applicable under county Ordinance No. 86-43, as amended		
<i>Alcoholic beverage license:</i>		
(1)	Zoning clearance	10.00
(2)	Club distance variance (town council)	150.00

¹ ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with ~~highlighted double strikethrough~~ and double underline.

		Renewal, annual	150.00
(3)		Temporary license (mayor)	
		Appeals (town council)	25.00
<i>Conditional use:</i>			
(1)		Staff only	100.00
(2)		Planning and zoning and/or town council	275.00
(3)		Variance/waivers, per waiver	25.00
(4)		Resubmittal of revised plans prior to approval:	
	a.	Third submission	50.00
	b.	Fourth submission	75.00
	c.	Fifth and each submission thereafter	100.00
(5)		Resubmittal of revised plans after approval	100.00
<i>Conformance letters and administrative determination letters</i>			10.00
<i>Land use plan amendments (LUPA):</i>			
(1)		Twice-a-year amendment process	450.00 + 100.00 (Rezone)
(2)		Noncurrent with above	450.00 + 100.00 (Rezone)
(3)		Advertising	Applicant to pay prorated share of current newspaper advertising charges
<i>Landscaping waiver</i>			150.00
<i>Lot line adjustments</i>			100.00
<i>Recording fee, lot line adjustment to be recorded by the town clerk</i>			Applicant pays fee per current clerk of circuit court charges
<i>Miscellaneous cases</i>			150.00
<i>Nonconforming lot variance</i>			150.00
<i>Nonconforming use/structure expansion</i>			150.00
<i>Planned unit development:</i>			
(1)		Conceptual plan	350.00 + 5.00/acre
(2)		Master plan	500.00 + 5.00/acre
(3)		Minor changes, town council variance/waivers	150.00 + 25.00/waiver
(4)		Construction drawing review	75.00
<i>Plats:</i>			
(1)		Preliminary:	
	a.	Nonresidential	150.00 + 5.00/acre
	b.	Residential, over 15 lots	5.00/lot
(2)		Final	150.00
(3)		Construction drawing review	75.00
(4)		Preliminary macro:	
	a.	Nonresidential	350.00 + 10.00/acre
	b.	Residential, over 15 lots	5.00/lot
(5)		Final macro	350.00
(6)		Time extensions	50.00
	a.	Recording fees, plat recorded by town clerk's office	Applicant pays fee per current clerk of circuit court charges
	b.	Variance (council or town engineer), per variance	25.00
	c.	Waivers (town council,), per waiver	25.00
<i>Rescission of unity of title</i>			150.00

<i>Recording fees, rescission recorded by town clerk's office</i>		Applicant pays fee per current clerk of circuit court charges
<i>Rezoning</i>		250.00
<i>Final site plan review/approval:</i>		
(1)	Staff only	100.00
(2)	Town council	150.00
(3)	Resubmittal of revised plans prior to approval:	
	a. Third submission	50.00
	b. Fourth submission	75.00
	c. Fifth and each submission thereafter	100.00
(4)	Resubmittal of revised plans after approval	New fee
<i>Unity of title, recording by town clerk</i>		Applicant pays recording fee per clerk of circuit court current charges
<i>Vacation:</i>		
(1)	Right-of-way	200.00
(2)	Alley/easement	200.00
<i>Maps:</i>		
(1)	100 scale	2.50
(2)	Zoning	5.00
<i>Postage and handling: Will be charged for any requested mailing of documents.</i>		
<i>Photocopying, per page</i>		0.10

66
67 Any other item not mentioned above, cost to be determined by the zoning director based on
68 equivalent or similar type.

69 (b) *Waiver.* Fees can be administratively waived by the zoning director for federal, state and
70 local government agencies which are funded more than 50 percent by tax dollars. Town
71 council may waive fees for applications which are determined to provide good cause and
72 public benefit. A request for waiver by the town council must be submitted in writing, stating
73 the reasons for such request, to the zoning director.

74 (c) *Payment.* Applications will not be accepted unless accompanied by the appropriate
75 application fee, or evidence that the town council has waived such fee. Unless otherwise
76 specifically provided, impact fees must be paid in full prior to issuance of certificates of
77 occupancy.

78
79 **Section 3. Amendment to the Town Code.** That Chapter 82, "Zoning," of the
80 Town's Code of Ordinances is hereby amended to read as follows:

81 **DIVISION 3. BOARD OF ADJUSTMENT**

82 * * *

83 **Sec. 82-72. Powers and duties.**

84 The board of adjustment shall have the following powers and duties as applied to non-
85 residential and non-publicly owned property, in the event the property is residential or publicly

86 owned, the powers and duties shall be applied to a special magistrate as provided for in Section
87 2-392 of the Code of Ordinances:

- 88 (1) To hear and decide appeals where it is alleged that there is an error or unnecessary
89 hardship or practical difficulty in carrying out any order, decision, requirement or
90 determination made by the ~~building director~~ Town Manager or designee in the
91 enforcement of this chapter to non-residential property, excluding publicly-owned
92 property. Any application for variances from the terms of this chapter shall be made by
93 the owner of record of the property involved or his/her duly authorized representative.
- 94 (2) To interpret the provisions of this chapter in such a way as to carry out the intent and
95 purpose of the zoning district wherein subject property is located, consistent with
96 applicable goals, objective, and policies of the town comprehensive plan.
- 97 (3) To authorize, upon appeal in specific cases, variances from the requirements of this
98 chapter as will not be contrary to the public interest as follows:
- 99 a. To permit the reduction of the width of a side yard by not more than 20 percent of
100 the required minimum width of such yard;
- 101 b. To permit the reduction in the area of a lot by not more than five percent of the
102 required minimum area of such lot;
- 103 c. To permit the increase in total building coverage of a lot by not more than ten
104 percent of the maximum permitted building coverage.
- 105 (4) No variance shall be granted unless it is determined by the board or special
106 magistrate that a practical difficulty or unnecessary hardship exists in the way of
107 carrying out the strict letter of this chapter and that the spirit of this chapter shall be
108 observed, substantial justice done, and that such variance will not be contrary to the
109 public interest.
- 110 (5) To review and act upon applications for special exception permits, subject to the
111 following criteria:
- 112 a. Any outstanding charges, fees, interest, fines, or penalties owed to the town by
113 the applicant or owner of subject property, under any section of this code, must
114 be paid in full prior to consideration by the board or special magistrate of any
115 proposed special exception use.
- 116 b. The proposed use must be specifically allowable by special exception in the
117 applicable zoning district and future land use category.
- 118 c. The proposed use must meet all applicable concurrency requirements, per
119 chapter 62 of this code, with regard to all public services and facilities for which
120 level-of-service standards have been adopted in the town comprehensive plan.
- 121 d. The proposed use must conform with all applicable regulations governing the
122 zoning district in which it is to be located, unless a variance is granted.
- 123 e. The proposed use must be compatible with adjacent development and the
124 planned character of the surrounding area, and shall not interfere with the
125 legitimate use of nearby properties.
- 126 f. The proposed use must be separated and screened from adjacent uses by
127 adequate structural setbacks and landscaped buffers, as required in the land
128 development regulations.

- 129 g. Adequate off-street parking and loading shall be provided, and ingress and
130 egress shall be so designed as to minimize interference with traffic on abutting
131 streets. The proposed use shall not generate excessive vehicular traffic on
132 residential streets.
- 133 h. If a variance is desired and/or required in conjunction with the proposed special
134 exception use, then a separate application shall be submitted concurrently with
135 the special exception application.

136 **Sec. 82-73. Exercise of powers; required vote.**

137 In exercising the above-mentioned powers, such board or special magistrate may, in
138 conformity with the provisions of this article, reverse or affirm, wholly or partly, or may modify
139 the order, decision, requirement or determination appealed from and may make such order,
140 decision, requirement or determination as ought to be made and to that end shall have all the
141 powers of the ~~director of building~~ Town Manager or designee from whom the appeal is taken.
142 The concurring vote of three-fourths of the members of the board shall be necessary to reverse
143 any order, decision, requirement or determination of the ~~director of building~~ Town Manager or
144 designee or to decide in favor of the applicant upon any matter upon which it is required to pass
145 under this article or to effect any variation from the specific terms of this article.

146 **Section 4. Conflicting Provision.** Any provisions of the Code of Ordinances of
147 Kenneth City, Florida, in conflict with the provisions of this Ordinance are hereby
148 repealed, but only to the extent of such conflict.

149 **Section 5. Severability.** That the provisions of this Ordinance are declared to
150 be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for
151 any reason, be held to be invalid or unconstitutional, such decision shall not affect the
152 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance,
153 but they shall remain in effect, it being the legislative intent that this Ordinance shall
154 stand notwithstanding the invalidity of any part.

155 **Section 6. Codification.** That it is the intention of the Town Council and it is
156 hereby ordained that the provisions of this Ordinance shall become and be made a part
157 of the Code of Ordinances of Kenneth City that the sections of this Ordinance may be
158 renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance"
159 shall be changed to "Section," or other appropriate word.

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161 **Section 7. Effective Date.** That this Ordinance shall become effective
162 immediately upon adoption on second reading.

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165 **PASSED and ENACTED** this 16th day of November, 2022.

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167 First Reading: November 16, 2022

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169 Second Reading: _____, 2022

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Attest:

Jocilyn Martinez
Interim Town Clerk

Robert J. Howell
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole + Bierman, P.L.
Town Attorney

FINAL VOTES AT ADOPTION

Council Member Bonnie Noble	_____
Council Member Barbara Roberts	_____
Council Member Megan Zemaitis	_____
Vice Mayor Kyle Cummings	_____
Mayor Robert J. Howell	_____

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Resolution 2022-14 Establishment of American Public Rescue Plan Act Special Revenue Fund

Summary:

For Council review is Resolution 2022-14 which establishes the American Public Rescue Plan Act Special Revenue Fund.

Proposed Recommendation:

Council to approve Resolution 2022-14.

RESOLUTION 2022-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF KENNETH CITY, PINELLAS COUNTY, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A SPECIAL REVENUE FUND; AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022, TRANSFERRING MONIES INTO THE FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Kenneth City received \$2,564,872 in funds from the American Rescue Plan Act (ARPA); and

WHEREAS, certain accounting standards and GASB allow the use of special revenue funds to account for specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects; and

WHEREAS, ARPA funds listed above meet the established criteria and, as such, are eligible to be accounted for in a special revenue fund; and

WHEREAS, the Council finds that accounting for these funds within a separate Special Revenue Fund will provide greater financial transparency to the citizens of Kenneth City and the users of the Town's financial statements; and

WHEREAS, the Town Council deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the Town of Kenneth City and the public at large.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Kenneth City, Pinellas County, Florida, that:

Section 1. The Town of Kenneth City establishes Special Revenue Fund 150: American Rescue Plan Act Fund (ARPA); Funds shall be transferred from the General Fund to the ARPA fund by the action of a separate budget amendment resolution.

Section 2. This Resolution shall become effective immediately upon approval by the Town Council of the Town of Kenneth City.

PASSED AND FINALLY ADOPTED this 16th day of November 2022.

TOWN COUNCIL:

Robert Howell, Mayor

ATTEST:

Dr. Jocilyn Martinez, Town Clerk

Agenda Memo

To: Kenneth City Town Council

From: Town Manager

Date: 11/10/2022



Subject: Resolution 2022-15 FY22 Budget Amendment

Summary:

For Council review is Resolution 2022-15 which amends the budget for Fiscal Year 2021-2022.

Proposed Recommendation:

Council to approve Resolution 2022-15.

RESOLUTION 2022-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF KENNETH CITY, PINELLAS COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022, PROVIDING FOR ADMINISTRATIVE COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Kenneth City, Pinellas County, Florida, held a public hearing on September 22, 2021, at 6:30 p.m. to adopt a final budget as required by Florida Statute 200.065;

WHEREAS, the Town Council of the Town of Kenneth City may adopt a budget amendment adjusting anticipated revenues and expenditures; and

WHEREAS, it is the desire of the Town Council to amend the budget for the fiscal year 2021-2022 to provide sufficient funding for the proposed expenditures and revenues; and

WHEREAS, the Town Council engaged professional services such as consultants and attorneys throughout the fiscal year due to extraordinary circumstances; and

WHEREAS, The Town received American Rescue Plan Act (ARPA) Grant funding to be allocated for any broad municipal purpose; and

WHEREAS, The Town Council previously adopted Financial Management Policies allocating the remaining Red Light Camera Fund monies to the General Fund as a reserve assignment for use only during declared emergencies; and

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Kenneth City, Pinellas County, Florida that:

Section 1. The Town of Kenneth City's budget for the 2021-2022 fiscal year, appended here by Exhibit A, is hereby amended.

Section 2. This Resolution shall become effective immediately upon approval by the Town Council of the Town of Kenneth City.

PASSED AND ADOPTED this 16th day of November 2022.

TOWN COUNCIL:

Robert Howell, Mayor

ATTEST:

Dr. Jocilyn Martinez, Town Clerk

Exhibit A: Budget Amendments FY2022

Fund/Department	Acct Number	Description	Current Budget	Increase(Decrease)	Final Budget Amount	Notes
General/Admin	001.000.513.923.050	Dependent Health Care	\$ 19,200.00	\$ (16,000.00)	\$ 3,200.00	To Legal
General/Legal	001.000.514.931.200	Extraordinary Legal Fees	\$ 15,000.00	\$ 16,000.00	\$ 25,000.00	From Admin
General/Comprehensive Planning	001.000.515.999.000	Budget Contingency	\$ -	\$ 16,000.00	\$ 16,000.00	From Admin
General/Admin	001.000.513.912.200	Admin Employees	\$ 66,560.00	\$ (16,000.00)	\$ 50,560.00	To Comp. Planning
General/Other General Gov't	001.000.519.934.000	Contractual Svc	\$ 7,750.00	\$ 152,250.00	\$ 160,000.00	From ARPA Acct# May Change
General/ARPA Grant Revenue	001.000.000.331.100	Federal Grant- General Government	\$ -	\$ 152,250.00	\$ 152,250.00	To Other Gen. Govt

To Record Red Light Camera Excess Funds to General Fund for Emergency Funds Assignment

Fund/Department	Acct Number	Description	Current Budget	Increase(Decrease)	Final Budget Amount	Notes
Red Light Camera Reserve	100.000.000.389.000	From Reserve	\$ 25,000.00	\$ 370,447.92	\$ 395,447.92	From RLC Reserve
Red Light Camera Expense	100.000.572.962.100	Façade	\$ 15,000.00	\$ (15,000.00)	\$ -	
Red Light Camera Expense	100.000.572.964.000	Office Equip	\$ 5,000.00	\$ (5,000.00)	\$ -	
Red Light Camera Expense	100.000.572.964.300	Other New Equip	\$ 2,000.00	\$ (2,000.00)	\$ -	
Red Light Camera Expense	100.000.000.581.100	Transfer Out	\$ -	\$ 390,447.92	\$ 390,447.92	To General Fund
General Fund Revenue	001.000.000.381.000	Transfer In	\$ -	\$ 390,447.92	\$ 390,447.92	From RLCF
General Fund Reserve	001.000.000.999.000	Misc To Reserve	\$ -	\$ 390,447.92	\$ 390,447.92	To GF Reserve for Emergency Assignment

Agenda Memo



To: Kenneth City Town Council

From: Rob Duncan, Interim Town Manager

Date: 11/10/22

Subject: Building Development Services Piggyback Contract

Summary

The Town's Code of Ordinances create and establish a building and inspection department. This department shall have a building inspector who is charged with carrying out and overseeing the administration of the Florida Building Code.

The Town of Kenneth City entered into an Interlocal Agreement with the City of Pinellas Park to provide building official, building inspection, and other services in order to conduct inspections and issue land development and building permits within the municipal limits of the Town of Kenneth City. The interlocal agreement with the City of Pinellas Park expires on December 11, 2022.

At the August 29, 2022 council meeting, Town Council approved the authorization for the Interim Town Manager to piggyback off a contract with SAFEbuilt and from another municipality who has already gone through the competitive bidding process.

Financial Impact:

The financial impact of providing building services varies based on the fee schedule outlined in the SAFEbuilt contract. The estimated annual cost is expected to be less than \$92,000.

Recommendation:

Approve the execution of the SAFEbuilt contract to provide building development services beginning on December 1, 2022.

Proposed Motion(s):

(Approve – Deny) The authorization for the Mayor to execute an agreement in substantially the attached form with SAFEbuilt to provide building development services beginning on December 1, 2022.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF KENNETH CITY, FLORIDA
AND SAFEbuilt, LLC**

This Professional Services Agreement (“Agreement”) is entered into by and between the Town of Kenneth City, a Florida municipal corporation, (“Municipality”) and SAFEbuilt, LLC (“Consultant”). The Municipality and the Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Municipality desired certain building plan review and inspection services and permit technician services; and

WHEREAS, the Municipality’s procurement ordinance and procedures permit the purchase of goods and/or services by “piggyback” on agreements awarded by other government entities; and

WHEREAS, the City of Bushnell issued a Request for Proposals for Building Department and Related Services (the “Bushnell RFP”) and competitively awarded the agreement to M.T, Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC; and

WHEREAS, Consultant is ready, willing, and able to perform plan review and inspection services previously contracted with the City of Bushnell, Florida in accordance with the Agreement entered into October 7, 2021, attached as Exhibit “A”; and

WHEREAS, the Town of Longboat Key issued Request for Proposals No. 19-060 for Building Plan Review and Inspection Services (“Longboat Key RFP No. 19-060”) and competitively awarded the agreement to SAFEbuilt, LLC; and

WHEREAS, Consultant is ready, willing, and able to provide permit technician assistance previously contracted with SAFEbuilt Florida, LLC, and the Town of Longboat Key in accordance with the Agreement entered into July 15, 2020, pursuant to Longboat Key RFP No, 19-060, Building Plan Review and Inspection Services, attached as Exhibit B; and

WHEREAS, Municipality and the Consultant have determined that the City of Bushnell’s Agreement terms and conditions as provided for in Exhibit “A” shall govern, except as otherwise provided for herein, and the Consultant shall provide Services to the Municipality as competitively awarded under the Bushnell RFP and Longboat Key RFP No. 19-060; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. TERM AND CONDITIONS

Except as otherwise stated herein; the terms and conditions of the City of Bushnell Agreement shall form the bases of this Agreement with the Municipality. A true and correct copy of the City of Bushnell Agreement is attached as Exhibit A. The City of Bushnell Agreement is hereby incorporated into the Agreement and shall be the controlling document.

2. COMMENCEMENT AND COMPLETION

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently; Agreement shall automatically renew for twelve (12) month terms, unless prior written notification is delivered to either Party no less than thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

3. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

4. SCOPE OF SERVICE

Consultant shall provide building official services, building, electrical, plumbing, and mechanical inspection services, reporting and plan review services, in addition to permit technician assistance during normal business hours. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes.

5. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged. Consultant will provide notice of increase to the Municipality by August 1st of the year prior to any annual rate increase.

- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	Standard Hourly Rate	Overtime Hourly Rate
Building Official	\$105.00 per hour – two (2) hour minimum	\$157.50 per hour – two (2) hour minimum
Permit Technician	\$67.60 per hour	\$97.50 per hour
Additional Staff – as requested by Municipality		
Additional Inspectors: <ul style="list-style-type: none"> • Commercial and Residential Building, Mechanical, Plumbing, Electrical 	\$95.00 per hour – two (2) hour minimum	\$142.50 per hour – two (2) hour minimum
Additional Plan Examiners: <ul style="list-style-type: none"> • Commercial and Residential Building, Mechanical, Plumbing, Electrical 	\$95.00 per hour – two (2) hour minimum	\$142.50 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site		

6. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

7. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to the Municipality:	If to the Consultant:
Robert Duncan, Interim Town Manager Town of Kenneth City 6000 54 th Ave No Kenneth City, FL 33709 Email: townmanager@kennethcityfl.org	Matt K. Causley, President M.T. Causley, LLC 10720 Caribbean Blvd, Suite 650 Cutler Bay, FL 33189 Email: mtc@mtcinspectors.com Jessica Adkins, Account Manager Email: JAdkins@safebuilt.com

9. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

10. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant’s employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any

such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

17. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

18. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. E-VERIFY/VERIFICATOIN OF EMPLOYMNET STATUS

Pursuant to FS 448.095, Consultant certifies that is it registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

22. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statures, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT JOCILYN MARTINEZ, THE CUSTODIAN OF PUBLIC RECORDS LOCATED AT 6000 54TH AVENUE IN KENNETH CITY, FL 33709, (727) 498-8948 OR EMAIL AT TOWNCLERK@KENNETHCITYFL.ORG.

23. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Pinellas County and each party waives any and all jurisdictional and other objections to such exclusive venue.

24. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

25. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

TOWN OF KENNETH CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF BUSHNELL
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between the City of Bushnell, (“Municipality”) and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality issued Request for Proposals Building Inspection Services Providers (“RFP”) in an effort to seek potential qualified vendors to provide professional building inspections and administrative services for the full operation of Municipality’s Building Department; and

WHEREAS, on September 27, 2021, the Municipality’s evaluation committee convened to review and rank the prospective vendors; and

WHEREAS, pursuant to RFP, Municipality accepted competitive proposals for Building Inspection Services Providers (the Services); and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. **TERM**

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement and subject to annual budgetary appropriations.

6. **TERMINATION**

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. **FISCAL NON-APPROPRIATION CLAUSE**

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. **MUNICIPALITY OBLIGATIONS**

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. **PERFORMANCE STANDARDS**

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. **INDEPENDENT CONTRACTOR**

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that

request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

11. ASSIGNMENT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM

MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights

to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by

Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail to the following addresses:

If to Municipality:	If to Consultant:
Jody Young, City Manager City of Bushnell 117 East Joe P. Strickland Jr. Avenue Bushnell, FL 33513 Email: jyoung@cityofbushnellfl.com	Michael T. Causley, President M.T. Causley, LLC 866 Ponce de Leon Blvd, 2nd Floor Coral Gables, FL 33134 Email: mtc@mtcinspectors.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY’S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney’s fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.13S, F.S. In addition, Consultant agrees to observe the requirements of Section 287.13S, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.13S, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.13S(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

30. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Code of Ethics and investigation and/or audit by the Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

31. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Clerk Office: Christina Dixon Address: 117 E Joe P. Strickland Jr. Ave Bushnell, FL 33513	Phone: (352) 793-2591 Email: cdixon@cityofbushnellfl.com
--	---

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

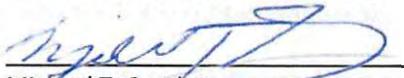
35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

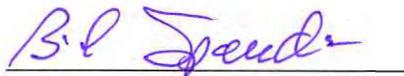
This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



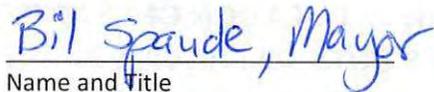
Michael T. Causley
M.T. Causley, LLC

October 6, 2021
Date



Signature
City of Bushnell

October 7, 2021
Date



Name and Title

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as mutually agreed upon
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Responsible for client and applicant satisfaction
- Work with Municipal staff to establish and/or refine building department processes
- Issue stop-work notices for non-conforming activities related to provided services – as needed
- Attend code enforcement meetings upon request
- Additional duties include:
 - Building, Electrical, Plumbing, and Mechanical Inspection Services
 - ✓ Perform code compliant inspections to determine that construction complies with approved plans
 - ✓ Meet or exceed agreed upon performance metrics regarding inspections
 - ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
 - ✓ Return calls and emails from permit holders in reference to code and inspection concerns
 - ✓ Identify and document any areas of non-compliance
 - ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel
 - Plan Review Services
 - ✓ Provide plan review services electronically or in the traditional paper format
 - ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
 - ✓ Be available for pre-submittal meetings by appointment
 - ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
 - ✓ Provide feedback to keep plan review process on schedule
 - ✓ Communicate plan review findings and recommendations in writing
 - ✓ Return a set of finalized plans and all supporting documentation
 - ✓ Provide review of plan revisions and remain available to applicant after the review is complete
 - Remote Plan Review Services
 - ✓ Provide plan review services electronically or in the traditional paper format
 - ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
 - ✓ Be a resource to applicants on submittal requirements and be available throughout the process
 - ✓ Provide feedback to keep plan review process on schedule
 - ✓ Communicate plan review findings and recommendations in writing
 - ✓ Return a set of finalized plans and all supporting documentation
 - ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. **MUNICIPAL OBLIGATIONS**

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- ✓ Municipality will provide a monthly activity report that will be used for monthly invoicing
- ✓ Municipality will provide zoning administration for projects assigned to Consultant
- ✓ Municipality will provide codes books for front counter use
- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. **TIME OF PERFORMANCE**

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed two days per week
- ✓ Building Official will be on-site at the Municipal offices Tuesday and Thursday
- ✓ Consultant representative(s) will be on-site weekly based on activity levels
- ✓ Consultant representative(s) will be available by cell phone and email
- ✓ Consultant representative(s) will meet with the public by appointment
- ✓ Additional Inspectors may be dispatched on an as-needed basis

Deliverables	
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm on Mondays and Wednesdays.
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment
PLAN REVIEW TURNAROUND TIMES	Provide comments within the Municipality's designated timeframes

(Balance of page left intentionally blank)

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. **FEE SCHEDULE**

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged. Consultant will provide notice of increase to the Municipality by August 1st of the year prior to any annual rate increase.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	Standard Hourly Rate	Overtime Hourly Rate
Building Official – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades)	\$105.00 per hour – two (2) hour minimum	\$157.50 per hour – two (2) hour minimum
Additional Staff – as requested by Municipality:		
Additional Inspectors: • Commercial and Residential Building, Mechanical, Plumbing, Electrical	\$95.00 per hour – two (2) hour minimum	\$142.50 per hour – two (2) hour minimum
Additional Plan Examiners - excludes engineer review fees • Commercial and Residential Building, Mechanical, Plumbing, Electrical	\$95.00 per hour – two (2) hour minimum	\$142.50 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.		

**REQUEST FOR PROPOSALS
CITY OF BUSHNELL, FLORIDA
BUILDING DEPARTMENT AND RELATED SERVICES**

INFORMATION FOR PROPOSALS

I. BACKGROUND INFORMATION

The City has contracted with a private firm since 2007 for building permitting and inspection services. The City utilizes its permit fee schedule and the firm utilizes its procedures for plan review, issuing permits and performing inspections.

Although current permit levels are relatively low, based on anticipated development the number of permits and inspections are expected to significantly increase during the foreseeable future.

II. SCOPE OF SERVICES

The successful Vendor will provide a State of Florida Certified Building Code Administrator (Building Official) and as needed: Plans Examiner(s) with certifications for all trades, Certified Building Inspector(s), Certified Plumbing Inspector(s), Certified Electrical Inspector(s), Certified Mechanical Inspectors, and support staff to effectively and efficiently perform all the functions typical of a municipal Building Department for the City of Bushnell. Vendor's employees will maintain current certifications and uphold and comply with the City's regulations and policies, including but not limited to the City's code of conduct, conflict of interest, gratuity policies, and abide by professional and ethical standards of conduct appropriate to their position.

In addition to State of Florida Standard Certifications in their respective discipline, Inspectors must have a minimum of five (5) years of appropriate experience in the construction industry, and the Building Code Administrator/Official must have at least ten (10) years of experience as per the Florida Building Code.

For convenience the City anticipates using the attached fee schedule, with an optional supplemental schedule to be determined for applicants requesting additional or expedited service.

The successful Vendor will be responsible for maintaining and entering the status of application and inspections in a computerized daily log linked to and accessible by City staff, all administrative documentation consistent with that used by the City and written reports of inspections, complaints/investigations, and other reports as may be reasonably requested by the City.

Duties and Responsibilities include:

- A. Review residential and commercial building plans for structural, plumbing, electrical, mechanical (HVAC), product approval and the requirements as contained in the Florida Building Code and the Bushnell Code of Ordinances, all as may be amended and for compliance with Florida Law. Review of plans to include permit pricing in accordance with the current fee schedule, attached hereto as Attachment A and incorporated herein by reference.
- B. Provide professional inspection services which shall include, but not limited to, building, mechanical, plumbing, structural, and electrical; inspecting permitted construction within the City's jurisdiction for compliance with the Florida Building Code, Bushnell Ordinances and permitted plans, product approvals, and specification.
- C. Meet with contractors, architects, engineers, and citizens about construction projects, code questions, and

other concerns as they relate to the plan review or inspection duties, including providing guidance on applications for building permits.

- D. Perform other duties that are related or incidental to primary responsibilities of plan examiners, inspectors and code enforcement that are pertinent to the site or building subject to the permit issued.
- E. Building Official may be required to attend meetings or to provide professional consultation to City officials and staff in connection with the assigned work or related projects.

The contract which will be negotiated with the successful proposer will prohibit private provider contracts for similar type services within the City. The contract will additionally include minimum acceptable performance levels and specific provisions relating to the contractor's responsibility for backup staff to maintain performance standards, field communications equipment for direct contact with the Building Official and field personnel, appropriate vehicles, periodic reports to the City regarding fee collections and operational activities, filing necessary documents required by County, State and Federal Agencies, and maintaining regularly scheduled hours at City Hall.

The Vendor will calculate and assess all fees applicable with the permitting process, including application, impact, inspection and other applicable miscellaneous fees.

The City will provide furnished office space; the Vendor will provide all other equipment (vehicles and tools) required to function as a full service Building Department.

III. QUALIFICATIONS OF APPLICANTS

Proposals will be considered from any firm with the required licenses and applicable building related experience. Applicants must respond to each of the following:

- A. A brief but complete history of the company, principal/owners, and organizational structure.
- B. Describe your understanding of the scope of services and the City's needs; specialized skills that are available from your firm; anticipated and possible difficulties in completing the project.
- C. Provide a schedule of how you would implement a full service Building Department for the City.
- D. List similar services provided in Florida, including the following information:
 - 1. Name of the entity for which the work was performed.
 - 2. Brief description of the scope of the work.
 - 3. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
 - 4. Any other information the firm feels is relevant to evaluating the firm's qualifications.
- E. Outline the work histories of key personnel who will be assigned to the provision of services for this contract, with their responsibilities.
- F. State how you would allocate company resources to the project and how services will be provided.
- G. Review supplemental systems for permit application processing, contractor registration and licensing, flood plain review and determinations, and other support and administrative services required to run a full service Building Division.

IV. PROPOSAL

Vendors are requested to submit a compensation proposal for providing the services proposed as a percentage of permit and related fee revenues (based on the current fee schedule). Other services and inspections, including damage

assessment, for which no permit fee is required or established, and performed at the direction of the *City*, are to be invoiced to the City based on negotiated hourly rates. Please note that Impact Fee revenues are assessed and collected separately and 100% is remitted to the appropriate local government.

Due to the volatility of the real estate market and the resulting impact on construction in the City future permit and related fees cannot be reliably projected.

V. CONTENT/FORMAT OF PROPOSAL

- A. The proposal submitted in response to this RFP shall be typed on 8 ½" x 11" white paper and bound; shall be clear and concise and provide the information requested herein. Proposals submitted without the required information will not be considered. Proposals are to be organized and sections tabbed in the below order. Proposals should not withhold any information from the written response in anticipation of presenting the information orally as there may not be such an opportunity. Each respondent must submit adequate documentation to demonstrate the respondent's ability to satisfactorily provide the services requested and comply with the City's requirements. Respondent must have a minimum of two (2) years relevant professional experience in directly providing Building Code Administration and related services to be considered responsive.

The following information, at a minimum, shall be included in the proposal:

- B. A cover letter expressing interest to provide building code administration and related services signed by an officer of the firm authorized to negotiate and enter into a contract on behalf of the firm. Respondent must provide a brief history of the company, organizational structure, ownership interest, active business venue, and the length of the company's existence
- C. Describe your understanding of the scope of services and the City's needs; specialized skills that are available from your firm; anticipated and possible difficulties in completing the project.
- D. Provide a schedule of how you would implement a full service Building Department for the City.
- E. List similar services provided in Florida, including the following information:
1. Name of the entity for which the work was performed.
 2. Brief description of the scope of the work.
 3. Name of contact person with the entity and current telephone and fax numbers who can knowledgeably discuss your firm's role and performance in the project.
 4. Any other information the firm feels is relevant to evaluating the firm's qualifications and experience.
- F. Outline the work histories of key personnel who will be assigned to the provision of services for this contract, with their responsibilities.
- G. State how you would allocate company resources to the project and how services will be provided.
- H. Review supplemental systems for permit application processing, contractor registration and licensing, flood plain review and determinations; and other support and administrative services required to run a full-service Building Division.
- I. A list of at least three (3) clients you provided complete Building Code Administration services during the past five (5) years who may be contacted as professional reference. Please include complete names, addresses, and telephone and fax numbers, with a brief description of the type and duration of the services provided.

VI. EVALUATION CRITERIA AND PROCEDURES

The submittal information, all of which will become public information under Florida law, will be reviewed by members an evaluation committee who will select a "short list" of proposers who, in the member's opinion, have submitted proposals that appear to best meet the scope of services and other factors listed. Proposers will be rated based on the following weighted criteria:

- A. Experience successfully providing full Building Services, particularly on behalf of a local government jurisdiction.
- B. Understanding scope of work and key issues and challenges of performing contract Building Department Services.
- C. Knowledge, ability and experience of assigned personnel & past performance.
- D. Cost of service.
- E. Information gathered on proposer's past and current contracts/projects and staffing levels which may limit timely performance of all responsibilities.
- F. Completeness and Adequacy of proposal.
- G. Firm is a "Certifiable Minority Business Enterprise."

Although not anticipated, the City may request additional information or schedule a meeting with proposers to obtain clarification of their proposals. All information is subject to verification and any resulting contract will include releases for background checks of employees and company officials (criminal, credit, and driving records).

When requested, "Short List" proposers will be required to provide evidence of financial stability, supporting documentation, and insurance certifications within seven (7) calendar days.

The top three firms will be presented to the City Manager in order of preference. The City Manager's recommendation will be forwarded to the City Council for formal action. The City reserves the right to negotiate the final and best offer, or reject all proposals.

The City anticipates negotiating a one-year revocable agreement with the successful proposer effective March 1, 2020.

VII. INSURANCE REQUIREMENTS

All insurance shall be issued by companies authorized to do business under the Laws of the State of Florida; and which are acceptable to the City. All insurance, other than Worker's Compensation, to be maintained by the Vendor shall specifically include the City as an Additional Named Insured. The Vendor shall furnish and maintain Certificates of Insurance to the City prior to the commencement of any work. The Certificate which shall clearly indicate that the Vendor has obtained coverage of the type, amount and classification as required in strict compliance with this section, and no material change or cancellation of insurance shall be effective without thirty (30) days prior notice to the City. Compliance with the foregoing requirements shall not relieve the Vendor of his/her liability and obligation under the contract for services.

Coverage shall be as follows:

Comprehensive General Liability: The Vendor will provide coverage for all operations including, but not limited to, Contractual, Products and Complete Operations and Personal Injury. The limits will not be less than \$1,000,000, or state required limits if higher, Combined Single Limit or its equivalent.

Comprehensive Automobile Liability: The Vendor will provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 Combined Single Limit or its equivalent.

Professional Liability and Errors and Omissions Insurance: The Vendor shall carry a minimum amount of \$1,000,000 Combined Single Limit or its equivalent, or state required limits if higher.

Workers Compensation: The Vendor will provide Worker's Compensation for all of their employees. The minimum limits will be the statutory limits for Worker's Compensation and \$1,000,000, for Employer's Liability.

CITY OF BUSHNELL

**PROPOSAL CERTIFICATION FORM
BUILDING DEPARTMENT AND RELATED SERVICES**

Proposers certification to THE CITY OF BUSHNELL:

1. The undersigned warrants that: (A) this Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Proposal/Certification Forms and (if any), the Minimum Technical Specifications, plans, Addendums, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.

2. Please check one:

 Proposer declares that the only person, persons, company or parties interested in this Proposal are named in the Proposal.

 Proposer, or one or more of proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if proposer is selected by the City to propose the requested services. (Attach a detailed explanation for either.)

3. Bidder proposes and agrees to provide all materials, services or equipment requested for the BUILDING DEPARTMENT AND RELATED SERVICES. For _____% of the City's current service fee structure (Fee Structure Attachment I).

Name of Proposer: _____

Business structure: [] Corporation, [] Partnership, [] Individual, [] Other _____

If a Partnership:

Name(s) of Partner(s): _____

If a Corporation:

Incorporated in State of: _____ Date of Incorporation: _____

Business
Address: _____

City, _____ State,
Zip: _____

Telephone Number: _____ Fax: _____

Submitted By: (Print) _____ Title: _____

Signature: _____

ATTEST:

By: _____
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____, who is personally known to me or who presented
_____ as identification, and who (did) (did not) take an oath.

[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

[Commission Number of Notary Public]

NOTE: PROPOSALS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE PROPOSAL.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or anle United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or it conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a); Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted or a public entity crime. The tern "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active ill the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crinle in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature) (Reference: Bid Number)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced identification _____
(Type of identification)

Notary Public - State of _____

My Commission expires _____

(Signature of Notary) (Printed, typed or stamped commissioned name of Notary Public)

AGENDA
BUSHNELL CITY COUNCIL
SPECIAL MEETING
117 EAST JOE P. STRICKLAND, JR. AVENUE
SEPTEMBER 27, 2021
IMMEDIATELY FOLLOWING SECOND & FINAL BUDGET HEARING

CALL MEETING TO ORDER

NEW BUSINESS

1. DISCUSSION AND CONTRACT AWARD FOR BUILDING INSPECTION AND ADMINISTRATIVE SERVICES.

ADJOURN

If any person decides to appeal any decision of the City Council, with respect to any matter considered at such meeting or hearing, he or she will need a record of such proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Fla. Stat. Sec. 286.0105



City of Bushnell Bid Opening

Bid Deadline Date: September 23, 2021
Bid Time Due: 3:00 p.m.
Bid Opening Time: 3:05 p.m.

Tabulation & Recommendation For:
Building Department Services

Company Name:	Bid Amt	Notes / Comments:
<u>M.T. Causley, LLC (a Safebuilt company)</u>	<u>\$ 105.00 hour</u>	<u>Building official</u>
	<u>\$ 95.00 hour</u>	<u>Building Inspector</u>
	<u>\$ 95.00 hour</u>	<u>Plans Review</u>
	<u>\$ OT Rates</u>	
	<u>\$ 157.50 hour</u>	<u>Building official</u>
	<u>\$ 142.50 hour</u>	<u>Building Inspector</u>
	<u>\$ 142.50 hour</u>	<u>Plans Review</u>
	<u>\$</u>	

Recom-

mendment: _____

Approved:

Department Head: _____
City Manager: Kristina [Signature]
City Council: Jody Young

Date: 9/24/2021
Date: 9/24/2021
Date: _____



REQUEST FOR PROPOSAL BUILDING INSPECTION SERVICES COPY



City of Bushnell, FL
September 23, 2021 | 3:00 pm

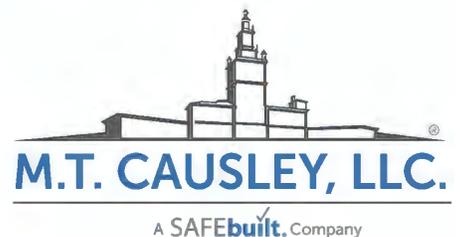
TOM M. WALSH

Account Manager

407.615.1964

twalsh@safebuilt.com

M.T. Causley, LLC
17985 Gulf Blvd, Suite 201
Redington Shores, FL 33708

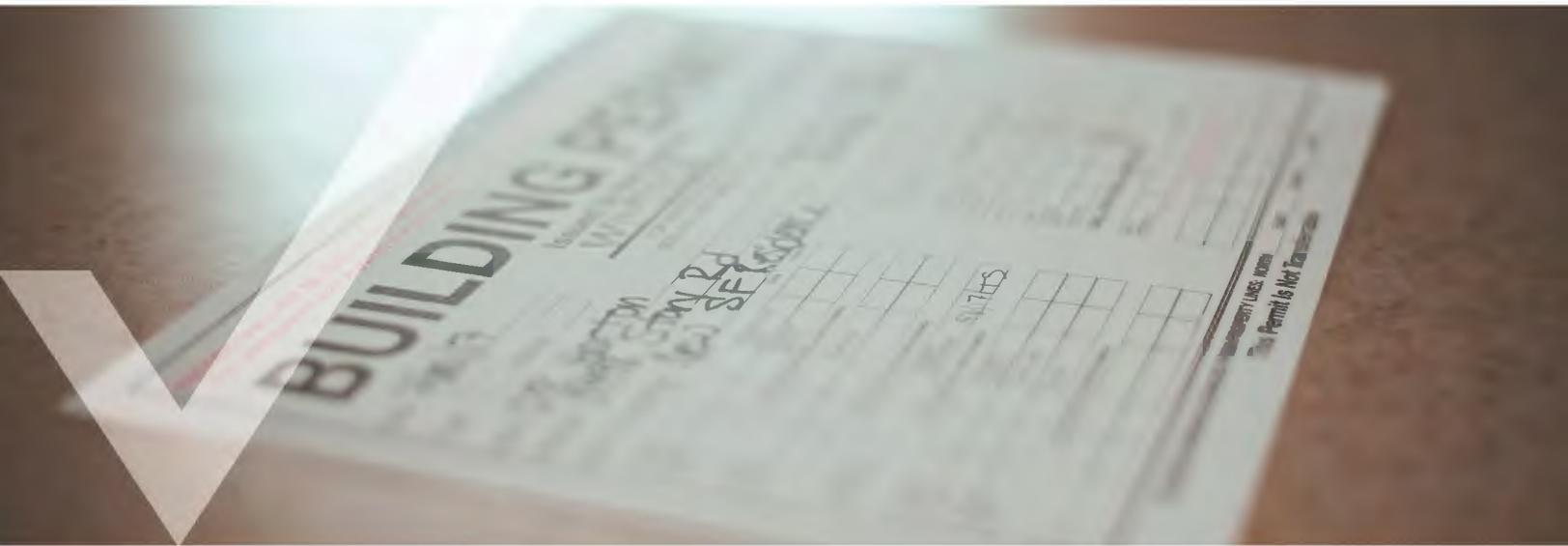




Sumter County - Map

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TAB 1

COVER LETTER

Letter of Transmittal

September 23, 2021

City of Bushnell
Attn: Kristin Green
117 E. Joe P. Strickland, Jr. Avenue
P.O. Box 115
Bushnell, FL 33513

Re: REQUEST FOR PROPOSAL - BUILDING INSPECTION SERVICES

Dear Selection Committee,

Please accept M.T. Causley, LLC - A SAFEbuilt Company's (M.T. Causley) formal response to the City of Bushnell (the City) request for Building Inspection Services. We are excited for the opportunity to assist the City with the above mentioned services. Our team has reviewed the Request for Proposal (RFP) carefully, and we fully understand the City's requirements. This Response is valid for sixty (60) days from the due date of the RFQ .

M.T. Causley was established in 1996 in Homestead, Florida with the sole purpose of providing Building Official, Plan Review and Inspection Services. In 2016, we merged with SAFEbuilt, LLC. And in 2018, SAFEbuilt acquired another well respected, multi-service firm: Calvin, Giordano & Associates, Inc. Combining the strengths of all three companies, we are able to offer our clients a wider range of services across the nation.

We have provided thorough, timely, and cost-effective Plan Review and Inspection Services for many communities and therefore established an exceptional professional working relationship with a multitude of staff, local designers, contractors and residents, and become experts with local ordinances, policies and procedures. We believe that our qualifications are the best suited in your effort to continue high quality professional community development and improvement to services for the City of Bushnell.

For the past twenty-five years, we have supported more than eighty (80) municipalities in various capacities: helping them to be safer, develop responsibly, and improve service to local citizens. Our success is reflected on understanding the unique needs of each municipality, tailoring our services based on those needs and then provide a solid team of well-qualified and experienced professionals to meet the goals and objectives of the community.

For that reason, we have assembled a team of professionals who work and reside near the City to guarantee responsive, attentive service. This team consist of multi-licensed Inspectors, and Plan Examiners, licensed in all trades and by the Department of Business and Professional Regulations.

The designated team will be supervised by our Senior Project Manager Rob Perry, MCP, CBO. As a licensed Master Code Professional and Building Official with many years of experience, Rob knows exactly what is needed to operate a successful building department and how to lead a team of highly skilled professionals to conduct reliable and accurate building inspections and plan reviews.

He works directly with neighboring communities making sure services are delivered at an optimal level. He allocates staff based on the needs of each municipality and works diligently with decision makers ensuring they have the required services to keep their communities safe.

(Cont.)

(Cont.)



Throughout our response, we aim to differentiate ourselves as the only company that can provide the highest quality services and most enhanced value to the City - not only through our experience, but also through dedication to customer service and flexibility to adapt to fluctuating workloads.

We understand the commitment staff has in delivering services to City residents, and we will commit to operate as an extension of this high-quality service. Thank you for your time and consideration in reviewing our qualifications.

If you have any questions during evaluation, please feel free to contact our Account Manager Tom Walsh at 407. 615.1964 or alternatively via email twalsh@safebuilt.com.

Best Regards,

Michael T. Causley
President



Corporate Address: 866 Ponce de Leon Blvd, 2nd Floor, Coral Gables, FL 33134
FEIN: 65-0782808
State of Incorporation: Florida

Firm Profile / Firm History

M.T. Causley was established in 1996 in Florida. In 2016, we joined the SAFEbuilt family, providing our clients with the stability and the depth of resources of a national company with service delivery at a local level. M.T. Causley, Inc. provides a comprehensive range of building department services to municipalities throughout SE Florida. We leverage our extensive local knowledge, alongside the broader capabilities of our parent company, SAFEbuilt, to deliver the highest levels of service, expertise, and resources to each of our clients.

With 25 years of experience, M.T. Causley maintains a wide range of qualifications ranging from building officials, plans examiners, inspectors, and engineers to general contractors, sub-contractors, and flood plain managers. M.T. Causley has dedicated its resources to exceeding clients' expectations and is committed to providing outstanding customer service. Our service offerings include:



Establishment & Provisioning Building Department Services



Supplemental Building Department Services



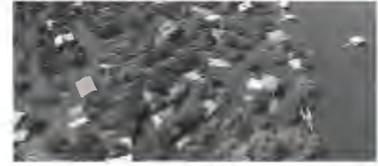
Plan Review Services



Inspection Services



Emergency Services



Disaster Assessment Services



Code Compliance & Enforcement



Public Works Inspections



Construction Management

Mr. Mike Causley is the President of M.T. Causley. He manages approximately 100 professional staff members throughout Miami-Dade, Broward, and Palm Beach Counties and more than 30 additional support staff. He worked with the City of Homestead building department for 20 years in building official and plumbing and plans examiner roles.

Our parent company, SAFEbuilt LLC, has been expanding and continually improving Municipal Building Departments for more than 29 years. In February 2018, SAFEbuilt acquired our sister company, Calvin, Giordano & Associates, Inc. (CGA), which improved our expansion by providing Municipal Building Department services throughout Florida. M.T. Causley and CGA are a subsidiary of SAFEbuilt, a national leader in comprehensive community development services. Our integration with CGA ensures that we continue to provide our clients with prompt, available, and responsive service to meet the unique needs of our many clients.

The SAFEbuilt team currently manages municipality contracts with more than 500 full-time employees. SAFEbuilt is an established, professional firm with highly skilled staff and several levels of management oversight to maintain an exceptional degree of service delivery. We aim to help municipalities develop building ordinances, fee schedules, permit issuances/forms, inspections, and tracking/reporting processes. Our personalized approach provides efficient practices, personnel expertise, innovative technology, and constantly improving service levels.

We understand that every customer has a unique culture and specific requirements. We work exclusively with educational and public agencies to avoid any potential conflict of interest. The quality and training of our staff, combined with our robust business systems and core commitment to your satisfaction, ensure that you receive the highest levels of service, professionalism, and responsiveness in the industry. Our employees are the best in the business and the key contributor to our success.

In addition to promoting the necessary technical skills, our hiring and training processes focus on ensuring our staff has the knowledge needed to work cooperatively with others, including the City's internal departments, contractors, and citizens. This approach helps to guarantee that our processes are as effective and customer-friendly as possible. Our business practices have been developed and refined over the years to ensure we staff our organizations with individuals who possess a unique balance of technical expertise and customer service skills.

M.T. Causley is licensed to do business in Florida under the name M.T. Causley, LLC. We are committed to sustainable business practices in all areas of our operations. Our fleet vehicles are high economy/low emissions, and we use mapping software to route stops as economically as possible to save fuel and emissions. Our offices all use recycled products and promote recycling of paper and materials. Whenever possible, we use electronic communication and technology to reduce paper use and waste, including codebooks.

“The staff assigned to support our City are friendly, attentive, and professional. We are impressed with the volume and quality of work they complete on a Monday, Wednesday, and Friday schedule for our building official and residential inspections on Tuesday and Thursday. The M.T. Causley staff works well with our contracting community and never fails to research codes and provide sensible solutions when a situation warrants.”

— Lori Barnes, Development Services Director; City of Eustis, FL



TAB 2

UNDERSTANDING OF SCOPE OF SERVICES

UNDERSTANDING OF SCOPE OF SERVICES

We have assisted many municipalities with Building Department Services including, but not limited to, Plan Review, Inspection Services and Permitting Services through all aspects of growth: establishment, expansion, and stabilization. Throughout our twenty-five (25) years of experience providing services similar to those required in this RFP, we have been called upon to quickly upscale our staff and deliverables. Should the City’s needs grow or evolve to include additional services, we have the capability to quickly adapt to expanding needs.

Our team’s approach to providing Building Inspection Services and Plan Reviews is simple: do everything necessary to ensure a smooth integration of existing (the City) and new (M.T. Causley) resources. To do so, our staff will meet with the Building Department staff, identify designated personnel and the main point-of-contact. We will then concentrate our efforts on fulfilling the City’s immediate needs to ensure services are provided at an optimal level.

		
INCREASED CUSTOMER SERVICE	IMPROVE COST EFFICIENCIES	INCREASE WORKFLOW PRODUCTIVITY
=	=	=
CLIENT CENTERED APPROACH	DATA REPORTING AND METRICS	ELECTRONIC PLAN REVIEW AND EFFICIENT FRONT COUNTER SERVICES

We are the first choice of municipalities throughout Florida and also nationwide to provide customized solutions that serve their communities. Our approach to each contract is treated as a partnership that fosters open communication between M.T. Causley and the municipalities that we serve. Our team is 100% committed to maintaining regular contact with the City staff via phone, virtually, or in-person to address questions that may arise during our provision of services.

Our Core Values

We will bring all skills and experiences needed to meet our client’s development management needs. As your partner, we dedicate ourselves to help your community maintain safety and livability. We commit to remaining dedicated to a client-centered philosophy that is based on our core values, as seen below:

		
SERVICE	IMPROVEMENT	RESPECT
We always provide unequalled service levels to our customers, external and internal.	We strive to continuously improve and understand how we can do better tomorrow.	We are respectful in the way we interact with everyone.
		
INTEGRITY	TEAMWORK	
We choose to do the right thing every time.	We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.	

INSPECTIONS

Our inspection staff recognizes that an educational, informative approach is the most effective way to improve the customer's experience. Staff will provide on-site consultations to citizens and contractors as part of their responsibility. Staff will perform building, mechanical (HVAC), plumbing, structural and electrical inspections of construction, alteration, repair, remodeling, or demolition of structures.

Responsibilities include:

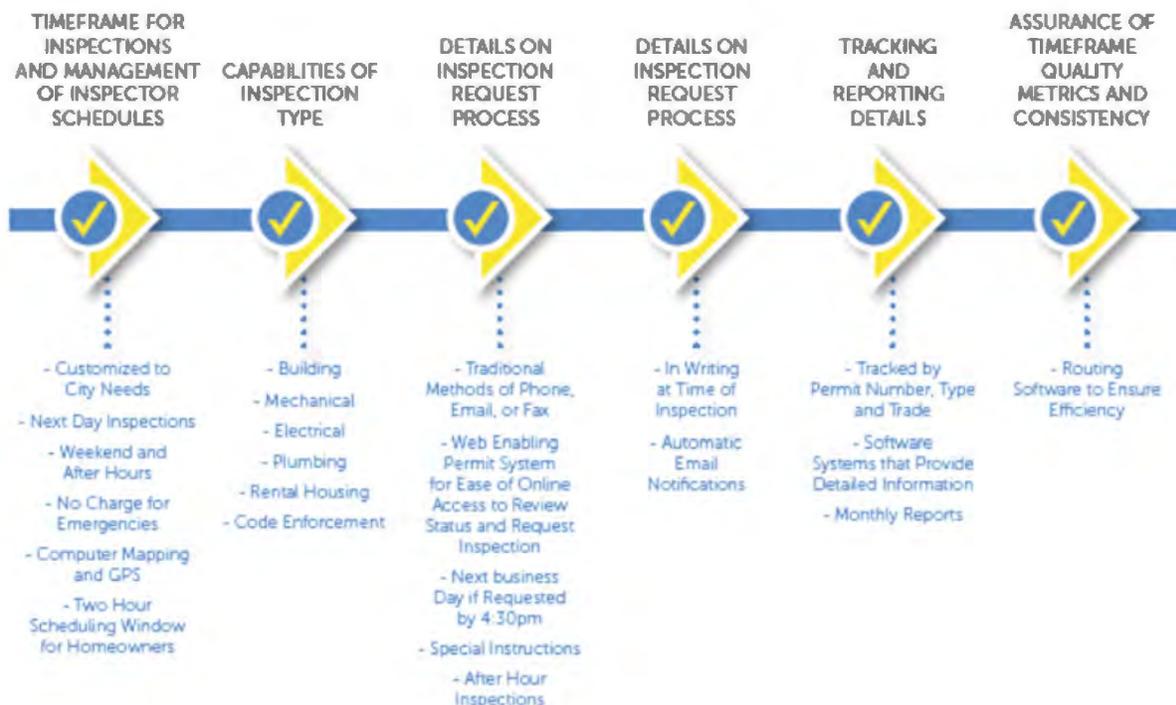
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Complete field inspections within twenty-four (24) hours of request
- ✓ Enter results of inspections
- ✓ Provide clear, specific and definite written final recommendations and observations regarding each inspection completed
- ✓ Discuss inspection results with site personnel
- ✓ Speak with contractors, architects, engineers, and City's staff about construction projects, code questions and all other related concerns.

Implementation Schedule

Implementation will begin with the approval of the City's Commission to finalize an agreement and determine a start date. We are available to begin work immediately upon execution of the contract. During the transition period, it is important that customer service is not compromised. The proposed transition plan will achieve those goals, as we have a complete understanding of the processes involved. Immediately upon award of contract:

- ✓ The designated staff will begin the transition process with the existing staff. Staff will familiarize themselves with the preferred processing methods.
- ✓ Project Manager will evaluate the workload to determine staffing needs to meet the expected services.
- ✓ Agreed upon office hours will be determined to provide availability to the public and for meetings with the various departments of the City.

Staff will work with the existing Building Department staff in completing all in-process plans review and inspections. The transition period should be completed within two (2) weeks or less. As a result of our experience, the transition should be a smooth and uneventful process. We can assure the City that the Building Department will be sufficiently staffed with a well-qualified team who will meet the needs of the City.



PLAN REVIEW SERVICES

Our plan review professionals use the best practices to meet each municipality's service requirements, managing projects effectively and efficiently, completing all deliverables on-time and within budget. After plans are logged, the lead planner assigns plans to the appropriate examiner, he/she completes the review, and the completed review is returned to the municipality as outlined below: Our process includes tracking, verification, corrections, and communication:

TRACKING

We log plans into our database and tracked through our review process. Once entered, the plans are sent to the appropriate plans examiner.

CORRECTIONS

Plans are reviewed for compliance with all applicable federal, state and local regulations. Corrections are noted directly on the plans. Preliminary consultation with applicants is also available.

VERIFICATION

All information on each submittal is checked against the permit application for accuracy.

COMMUNICATIONS

Results are communicated to the applicant the same day. Any needed corrections are explained to the applicant in detail.

Examples of previous projects include high-rise building, casinos, regional shopping centers, hotels, resorts, hospitals, sports arenas, detention facilities, police stations, fire stations, city halls, libraries, schools, industrial facilities, hazardous occupancies, trash recycling, essential facilities, unreinforced masonry seismic upgrades, residential projects, tenant improvements, and remodels.

Commercial, Multi-Family, Single-Family and MEP Plan Review

M.T. Causley ensures submittals are properly coordinated and tracked by following an established internal plan check process in which each plan is entered into our database, processed and returned to the client on time. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal, verifying information shown on each permit application.



- ✓ Screening and logging each application to ensure timely routing to all plan reviewers.
- ✓ Double check each submittal when received to ensure it is full and complete.
- ✓ Reviewing submittals for compliance with all relevant Federal, State, and local requirements. The log serves as tracking device to ensure turnaround times and completeness of the review.
- ✓ Conduct plan reviews in accordance with Local, State and Federal regulations, as well as all codes and ordinances in effect for the City. On larger more complex projects, preliminary consultations are provided to the applicant upon request to assist and guide them in the design and plans preparation process.
- ✓ Information shown on each permit application is verified. Construction valuation is based on information provided and compared to estimates provided.
- ✓ Utilize electronic plan review. Hard copy plans are reviewed in guaranteed turnaround times.
- ✓ Transmit plans with Bluebeam.
- ✓ Return all emails/voicemails within 24 hours.
- ✓ Determine scope of project prior to plan review.

- ✓ Conduct pre-plan review meetings, as necessary.
- ✓ Review all construction documents and plan set.
- ✓ Utilize compliance checklists during plan reviews.
- ✓ Provide the following in plan review letter:
 - Cite the applicable construction drawing sheet number(s)
 - Note code section(s) and provide the code language.
 - Provide a brief, but concise comment explaining the identified issues.
- ✓ Return approved plans and associated documentation to applicant in a timely and professional manner.
- ✓ Provide design advice only in the context of achieving code compliance (written and verbal communication)
- ✓ Perform plan reviews within specified timeframes.
- ✓ Communicate valuation/fee updates to Permit Technician/City.

Fire Plan Review

M.T. Causley offers specialized fire plan review. Staff review plans for a variety of structures including new, existing and altered buildings. Our experts also provide an additional level of oversight for projects involving occupancies or uses that traditionally pose a high risk for occupants such as:

- ✓ Assembly
- ✓ Educational
- ✓ Medical and Assisted Living Facilities
- ✓ Hazardous occupancies
- ✓ High-rise buildings
- ✓ Institutional occupancies
- ✓ Storage occupancies
- ✓ Multi-level automated parking garages

These types of permit applications include compliance checks for fire safety systems, such as automatic sprinkler systems, fire alarm systems, fire mains for private fire hydrants or water supplies for sprinkler systems, and fire extinguishing systems for restaurant kitchens, as well as fire site plans to review compliance for fire site access and fire operation and suppression needs.



Additionally, the team has completed over **300,000** inspections and plan review of new, unoccupied and occupied renovations, and expansion projects ranging from single family homes, airports, healthcare facilities, high-rises, industrial, warehouses and large commercial retail centers including but not limited to:

- ✓ Residential developments (SFH, townhomes, & condos)
- ✓ Multi-family dwellings
- ✓ LEED Buildings
- ✓ Hospitals and medical facilities
- ✓ High-rise buildings (commercial & residential)
- ✓ Large commercial retail developments
- ✓ Parking garages - above and below grade
- ✓ Cement plants
- ✓ Industrial buildings
- ✓ Housing Authorities
- ✓ Single-family homes
- ✓ Retirement communities
- ✓ Historical buildings
- ✓ Medical Examiner's office
- ✓ Refrigerated buildings
- ✓ Threshold buildings
- ✓ Silos
- ✓ Marinas
- ✓ Waterfront properties
- ✓ Restaurants
- ✓ Parks
- ✓ Courthouses
- ✓ Government buildings
- ✓ Airport hangar
- ✓ Tunnels
- ✓ Bridges
- ✓ Low income housing
- ✓ Gymnasiums
- ✓ Hotels
- ✓ Pools (commercial and residential)
- ✓ Recreational centers
- ✓ Cruise terminals
- ✓ Theme parks
- ✓ Fire stations
- ✓ Shopping malls
- ✓ Construction trailers
- ✓ Electric Cooperative
- ✓ Aqueducts
- ✓ Shipyards
- ✓ Gymnasiums
- ✓ Sport fields
- ✓ Arenas
- ✓ Apartment complexes
- ✓ Libraries
- ✓ Museums
- ✓ Signs
- ✓ Banks
- ✓ Grocery stores
- ✓ Pharmacies
- ✓ Elementary, Middle and High Schools
- ✓ Colleges and Universities (state and privately owned)
- ✓ Solar panel systems
- ✓ Pre-schools & daycares
- ✓ Prefabricated and Modular bathrooms for hospitals
- ✓ Churches
- ✓ Automated parking systems & mechanical car stacker
- ✓ Dentist offices
- ✓ Ambulatory centers
- ✓ Production studios
- ✓ Loading docks
- ✓ Liquid natural gas plant
- ✓ Elevators
- ✓ Casinos
- ✓ Self storage facilities
- ✓ Chillers
- ✓ Sorority/Fraternity houses
- ✓ Warehouses
- ✓ Seawalls
- ✓ Bulkheads
- ✓ Beach Re-nourishments
- ✓ Coastal High Hazard zones
- ✓ Breakaway walls
- ✓ Marine research facilities
- ✓ Helix ramps
- ✓ Fire pump houses
- ✓ Fuels processing plant
- ✓ FPL substations
- ✓ Train station facility
- ✓ Cement silos
- ✓ Assisted living facilities
- ✓ 500,000 gallon aquarium with a 31-foot oculus lens
- ✓ Toll plaza
- ✓ Fire repair
- ✓ Student housing
- ✓ City Halls
- ✓ Tissue bank
- ✓ Dialysis centers
- ✓ Movie theaters/cinemas
- ✓ Mixed-use buildings
- ✓ Cabanas & Gazebos
- ✓ Spas
- ✓ Gate houses
- ✓ Modular baths
- ✓ Drainage system

RESOURCES

We are able to provide staff year-round. Our model offers real advantages to the City by providing flexibility and a sense of security knowing that reliable expertise is always on hand, without the hassle of the staffing issues or fixed costs that come with an in-house department. We have the capability to easily increase or decrease employee size through our scheduling process. Our commitment to service delivery is number one.

If an increase appears to be permanent, we simply bring in additional full-time staff and ensure we have part time staff ready for the next possible surge or absence. This works for our agency, because we have no headcount restrictions, political objectives, or union issues. The City gains access to a deep network of experienced Building Officials, Plan Examiners, trade Inspectors and more. We assume responsibility for all staffing issues. We manage the workload and hiring process, as well as provide salaries, benefits, ongoing training, and vehicles for staff.

Equipment & Supply Resources

Employees are supplied with late model vehicles with removable signage, as well as ladders, electrical test equipment, photography equipment and additional field related equipment necessary to perform their duties. Furthermore, staff is supplied with safety devices and clothing required to meet OSHA requirements. In addition to a library of current code books, laptops are also provided allowing easy access to the most current Florida Building Code.

Staff is also provided with:

- ✓ Fuel and vehicle maintenance
- ✓ Insurance: Liability, Workers Compensation and Health, Dental, Vision and Life.
- ✓ Uniforms
- ✓ Continuing Education Courses
- ✓ Cell phones
- ✓ iPads/Laptops
- ✓ OSHA Required Safety Equipment
- ✓ Code and Reference Books
- ✓ Building Guides

We are committed to providing the City with Building Inspection, Plan Review and Community Risk Reduction Services.

Our team has worked and trained with multiple municipalities throughout Florida. Consequently, staff are knowledgeable in various computer software including MyPermitNow.org. Their experience working in the building department with municipality staff, contractors and homeowners has resulted in a level of



knowledge that enables them to provide quality service with the welfare of the citizens as the principal goal.

Collectively, staff holds over thirty different types of licenses, such as:

- ✓ Building Code Administrators (aka Building Official)
- ✓ Plan Examiners: Building, Mechanical, Electrical (Commercial & Residential), Plumbing and 1&2 Family
- ✓ Inspectors: Building, Roofing, Mechanical, Electrical (Commercial & Residential), Plumbing, 1&2 Family, Home and Fire Certified Contractors

With more than 20 years of experience per staff member, collectively the assigned personnel have over 240 years of experience providing Building Official, Plan Review and Inspection services.



ABILITY TO MEET AND COMPLETE SCHEDULES

Our team is comprised of multiple seasoned professionals who have a successful track record of managing projects and who are committed to a successful outcome for the City. We are well aware that clear and complete communication between our team and the City is the key to maintaining the project schedule and budget. These issues among other important topics are always agreed upon and clearly communicated at the onset as a part of every project kickoff meeting.

Management responsibilities for the project are also addressed and agreed upon at the beginning of every project. M.T. Causley's project manager will function as the primary point of contact and will be responsible for directing and coordinating the preparation of work products, final review of deliverables, and managing the project scope, schedule, and budget.

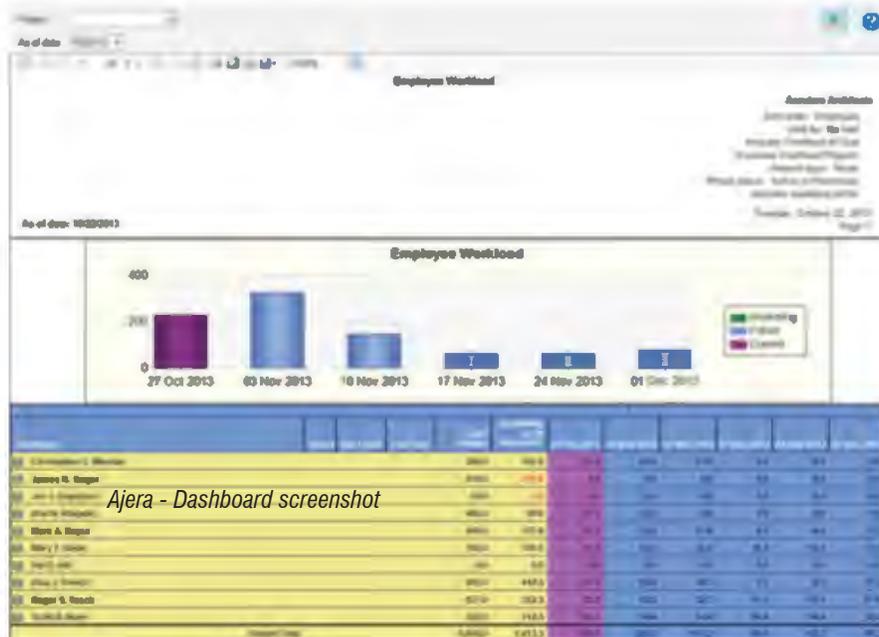
Personnel from M.T. Causley will be assigned according to their specific area of expertise and availability. M.T. Causley has a seasoned planning staff with hands-on knowledge and experience throughout Florida and the Central Florida region. In addition, we have access to a large, multi-disciplined professional staff, whom often collaborate as a team on diverse projects, to be called on if and when the need arises.

M.T. Causley uses technology to improve customer service, increase efficiency, provide consistency and ease the experience for our clients. We pride ourselves for utilizing the latest available technology. We will work with the City's preferred software and file formats for any printed and electronic documents required. Our software portfolio includes:

Adobe Acrobat	ArcGIS
Adobe Illustrator	MS Office Suite
Adobe Photoshop	eTrakt
Adobe InDesign	Rhino3D
AutoCAD	SketchUp
Adobe PageMaker	Ajera

Project accounting, management, and resource utilization at M.T. Causley are tracked in real time using the Ajera web-based application. As one of our project management tools, the system controls all aspects of the project including accounting, project management, and resource utilization in real-time. The system not only keeps a "live" accounting of all of our projects budgets, earned to date, work in progress and estimate to complete, but it also allows Project Managers to assign and resource load our staff and projects. This information will be shared at least monthly with the City and M.T. Causley's team members.

Our project management system provides constant monitoring throughout the process and allows for any necessary adjustments to be quickly implemented to ensure the project stays on schedule and within budget. We are confident that this proven system, together with the experience and commitment of our team, will deliver exceptional results for the City.



Ajera - Dashboard screenshot

Ajera - Dashboard Screenshot



TAB 3

EXPERIENCE OF SIMILAR SERVICES

EXPERIENCE OF SIMILAR SERVICES



City of Dunnellon

On-going since 2016

Teresa Malmberg, Community Development Director
352.465.8500 x1010 | tmalmberg@dunnellong.org

We were originally contracted to provide Building Inspection services for the City of Dunnellon. Most recently, we also started to provide Building Department Management and Plan Review services in addition to our excellent record in Building Inspection services. These services are contracted through our sister company, Florida Municipal Services.



City of Eustis

On-going since 2017

Lori Barnes, Community Development Director
352.483.5462 | barnesl@ci.eustis.fl.us

We were contracted to provide Building Inspection services, Plan Review as well as Environmental services. We currently provide a dedicated Building Official responsible for reviewing plans for compliance with all codes and ordinances.



City of Inverness

On-going since 2012

Shawna Chancey, Development Services Director
352.245.7021 | schancey@bellevuefl.org

We were originally selected to provide Building Inspection services in October 2016. Since then, we were able to expand our services and were contracted to also offer Plan Reviews, and most recently Building Department Management services.



Town of Lady Lake

On-going since 2016

Thad Carroll, Deputy Administrator
352.751.1521 | tcarroll@ladylake.org

We have provided the town of Lady Lake with Building Department Management, Building Inspection Services and Plan Review in different capacities continuously since September 2016.

EXPERIENCE OF SIMILAR SERVICES



City of Belleview, FL

On-going since 2004

Shawna Chancey, Development Services Director

352.245.7021 | schancey@belleviewfl.org

We have been assisting the City since 2004 with a Building Official responsible for performing Plan Review and Inspections. We've become familiar with the City's processes and procedures as well as City staff, residents and contractors. Over the years, our staff has reviewed construction drawings and inspected the new and existing construction of thousands of commercial buildings and single family homes. Additionally, our Building Official assists with flood plain management and ISO services.



Polk County, FL

2020 - 2022

Chandra Frederick, Director Polk County Building Division

863.534.6454 | ChandraFrederick@polk-county.net

Earlier this year, Polk County released a Bid for Temporary Positions: Building Inspectors and Plans Examiners. We were amongst the four firms selected to assist the County with as-needed plan review and inspection services.



Sumter County, FL

2019 - On-going

Travis Davies, Maintenance Chief

352.793.1281 | Travis.Davies@Sumter.k12.fl.us

We were contracted by the County to provide professional services for IAS Auditing for Building, Electrical, Plumbing and Mechanical inspection services as well as Plan review services. As an IAS service provider, we evaluate the County's building department goals, policies, and procedures, as well as permitting, inspections and plan reviews to ensure the municipality meets recognized standards.



TAB 4

TEAM QUALIFICATIONS

Team Qualifications

M.T. Causley have a designated a team of multi-licenses inspectors that meet the City’s requirements outlined in the RFQ.

Our team has worked and trained with a myriad of municipalities throughout Florida. Consequently, staff are knowledgeable in various computer software. Their experience working in the building department with municipality staff, contractors and developers has resulted in a level of knowledge that enables them to provide quality service with the welfare of the citizens as the principal goal.

Collectively, staff holds over fifteen different types of licenses, such as:

- ✓ **Building Code Administrators (aka Building Official)**
- ✓ **Plan Examiners**
 - ✓ Building
 - ✓ Mechanical
 - ✓ Electrical (Commercial & Residential)
 - ✓ Plumbing
 - ✓ 1&2 Family
- ✓ **Inspectors**
 - ✓ Building
 - ✓ Roofing
 - ✓ Home & Fire
 - ✓ Mechanical
 - ✓ Electrical
 - ✓ Plumbing
 - ✓ Plumbing Gas
 - ✓ Coastal Construction
 - ✓ Fire
 - ✓ Residential
- ✓ **Floodplain Managers**
- ✓ **Certified Contractors**
- ✓ **Master Code Professional**



To stay current with the latest code changes, the professional team completes a minimum of sixteen (16) hours of continuing education every year. Some staff members have obtained Bachelor’s degree in construction management and others have further advanced their studies by obtaining their Master’s degree.

With more than 20 years of experience per staff member, collectively the assigned personnel has over 200 years of experience providing Building Official, Plan Review and Inspection services.

Additionally, the team has completed over 300,000 inspections and plan review of new, unoccupied and occupied renovations, and expansion projects ranging from new schools, roof replacements, school renovations, expansions, single family homes, large residential developments, airports, healthcare facilities, high-rises, industrial, warehouses, and large commercial retail centers.

Staffing

M.T. Causley has successfully assisted many municipalities with Plan Review and Inspection Services through all aspects of growth: establishment, expansion, and stabilization. Throughout our twenty-five years of experience providing services similar to those required by this RFQ, we have been called upon to quickly scale our staff and deliverables. Should the City’s needs grow or evolve to include additional services, we can quickly adapt to expanding needs.

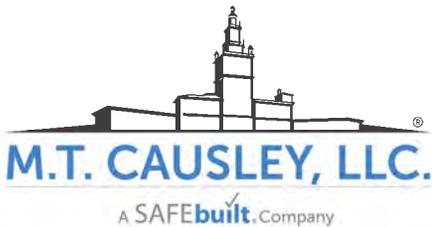
THE M.T. CAUSLEY TEAM

As with any company that provides third-party service personnel to their clients, M.T. Causley thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 25 years of industry experience, we are very familiar with each position’s requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries and exhibit a passion for the work and a drive to get the job done correctly and on schedule. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

We will manage the services of this contract from our Regional Office in Redington Shores, Florida, and your primary points of contact from our management and leadership teams are:



Management & Leadership



Tom Walsh
Account Manager
407.615.1964
twalsh@safebuilt.com



Matt Causley
VP of Professional Services
305.246.0696
matt@mtcinspectors.com



Project Manager Information

Mr. Rob Perry will support the City in the role of **Project Manager** for this contract. Mr. Perry brings more than 20+ years of experience to the role, along with an impressive portfolio of experience and a top-notch list of credentials. Mr. Perry joined M.T. Causley in early 2020 as a Regional Operations Manager. He provides supplemental support for M.T. Causley projects, including serving as a Building Official for the University of Central Florida, the City of Dunedin, the City of Fellsmere, and many others.



Mr. Robert Perry
Regional Operations Manager
17958 Gulf Blvd., Suite 201
Redington Shores, FL 33708
772.507.1058
rperry@cgasolutions.com

SAFEbuilt.com

Highlights of some of his experience prior to joining M.T. Causley include Community Development Director/Building Official for the Town of Indian River Shores and Building Official for the Town of Melbourne Beach, the City of New Port Richey, and the Village of North Palm Beach.

Mr. Perry holds several State of Florida licenses, including Certified General Contractor, Certified Mechanical Contractor, Certified Plumbing Contractor, Building Code Administrator, and Standard Inspector and Plans Examiner. He is a licensed Fire Marshal with the State of Florida Fire Marshal’s Office. He is also a Qualified Stormwater Management Inspector with the Florida Stormwater, Erosion, and Sedimentation Control Inspector Program.

Currently, Mr. Perry has earned 40 International Code Council (ICC) certifications, including the Master Code Professional certification—the highest accreditation the council offers. Mr. Perry studied Architecture at Palm Construction School and St. Petersburg College, and has an Associate’s Degree in Heating, Air Conditioning, Ventilation, and Refrigeration Maintenance Technology from Pinellas Technical College.



The **Master Code Professional (MCPTM)** is the highest designation the International Code Council (ICC) offers. The ICC has certified thousands of individuals, but only a small select number have attained this high achievement level. Mr. Perry has achieved this highest certification status.

SIMILAR EXPERIENCE

The following highlights some of Mr. Perry’s similar experience.

- ✓ Building Official for the University of Central Florida in Orlando, FL
- ✓ Building Official for the Town of Belleair, FL
- ✓ Building Official for the City of Fellsmere, FL
- ✓ Building Official for the Town of Indian River Shores, FL
- ✓ Building Official for the Town of Melbourne Beach, FL
- ✓ Building Official for the City of Port Richey, FL
- ✓ Building Official for the Town of Orchid, FL
- ✓ Building Official for the City of Palm Bay, FL
- ✓ Deputy Building Official for the City of Satellite Beach, FL

“M.T. Causley has provided the Village with well trained, experienced, and professional inspectors, plans examiners in every trade, as well as permit techs on an as-needed basis to our complete satisfaction. Whether we have needed assistance for one day or several months continuously, M.T. Causley has met the need.”

— Jacek Tomasiak, Building Official; Village of Wellington



M.T. Causley believes that maintaining frequent and consistent check-ins between the account management team and our clients is key to the early identification of performance risks and contributes to contract success. Your account management team will reach out to the City at contract start to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.



Rob Perry
Program Manager

As discussed in detail in a previous section, **Mr. Rob Perry** will support the City in the role of **Project Manager**. In this role, Mr. Perry will be responsible for planning, executing, and evaluating the various projects assigned to M.T. Causley according to predetermined timelines and budgets. His other duties include building and managing the project teams, reporting to project sponsors, and ensuring quality control throughout the project lifecycle.

Mr. Perry will also act as an intermediary between M.T. Causley and the City to meet the City's needs for information, support, assistance, and reporting. In turn, he helps M.T. Causley to better understand the City's needs, expectations, and difficulties. Mr. Perry will also support the City as a backup inspector and plans examiner when needed.

Mr. Robert Kegan will serve in multiple roles, including **Chief Building Code Administrator/Official, Plans Examiner, and Inspector** in support of this contract with the City. Mr. Kegan has **30+ years of experience** in the construction industry and various building department support roles. He joined M.T. Causley in 2012 and has supported many communities in Florida in the roles of Building Official, Multi-Certified Inspector, and Plans Examiner.

Some highlights of his previous work include Building Official, Inspector, and Plans Examiner for Sumter County; Building Official and Fire Inspector for the City of Mount Dora; Building Official and Volunteer Firefighter for the City of Parkland; and Plans Examiner for the Town of Palm Beach.

Mr. Kegan has five State of Florida licenses and is a Fire Inspector/Plans Examiner licensed through the State Fire Marshal's Office. His credentials are shown in the Staff Credentials Matrix on page 25 in this proposal.

Mr. Dwight "Tony" Bryan will support the projects under this contract in the dual role of **Inspector & Plans Examiner**. Mr. Bryan brings more than **30 years of experience** to support this contract. In addition to inspector and plans examiner roles, Mr. Bryan has contractor, superintendent, and project manager experience in all construction fields. He is also qualified and has experience as a Fire Inspector, Fire Investigator, and Fire Plan Review.

Prior to joining M.T. Causley in 2021, Mr. Bryan was an Inspector and Plans Examiner for Hernando County and Hillsborough County's Building Departments. Mr. Bryan has completed Florida State Fire College coursework and earned certifications for Fire Inspector I, Fire Inspector II, and Fire Investigator. He has also completed National Board of Fire Services coursework for which he has earned certifications for Fire Inspector I, Fire Inspector II, and Fire Plans Examiner.

Mr. Bryan holds several State of Florida licenses and 27 ICC certifications. These are shown in the Staff Credentials Matrix (Table 1 on page 25 in this proposal).

Mr. Guy Priest brings **30+ years of experience** to his dual roles of **Plans Examiner** and **Inspector** for the City. Mr. Priest has supervised many multi-million dollar residential and commercial projects throughout his career. Prior to joining M.T. Causley in 2012, Mr. Priest was a Building Inspector and Plans Examiner for the City of Ocala.

Mr. Priest's State of Florida issued licenses include Residential Plans Examiner, Standard Plans Examiner, Building Code Administrator, and Standard Inspector. His credentials are presented in the Staff Credentials Matrix on page 25 in this proposal.

Mr. Clarence “Bob” Welch will support the City in the dual roles of **Plans Examiner** and **Inspector**. Mr. Welch has more than **25 years of experience** in the construction industry and extensive experience in architectural plan review for commercial and residential construction for compliance with Florida Building Codes and local ordinances. For more than 10 years, he has conducted technical field inspections of new and existing building construction, assuring work conforms to all applicable building codes.

Before joining M.T. Causley in 2004, Mr. Welch was a Building Official for the Town of Redington Beach and the Town of North Redington Beach. Some highlights of his experience include serving as Building Official, Plans Examiner, Inspector, and Floodplain Manager for the City of Anna Maria, as well as Chief Code Enforcement Officer for the City of Bradenton Beach.

Currently, Mr. Welch holds a Building Code Inspector, Standard Inspector, and Standard Plans Examiner licenses with the State of Florida. He is also a Certified Building Official by the Council of American Officials an ASFPM-Certified Floodplain Manager. A complete list of his credentials is presented in the Staff Credentials Matrix on page 25 in this proposal.

Mr. Jimmy Strickland will serve in the role of **Inspector** for this contract with the City. Mr. Strickland joined M.T. Causley in 2013 and has supported several contracts and municipalities in the roles of Building Official, Multi-Certified Inspector, and Plans Examiner. His experience prior to joining M.T. Causley includes Building Inspector for the City of Fort Walton Beach, the City of Tupelo, MS, and the City of Collierville, TN, as well as Inspector for Tyndall Air Force Base in Panama City.

Mr. Strickland has earned a Building Code Administrator and Standard Inspector licenses in the State of Florida. A complete list of his credentials is presented in the Staff Credentials Matrix on page 25 in this proposal.

Mr. Robert “Rob” Peebles will support this contract with the City as an **Inspector**. Mr. Peebles joined M.T. Causley in 2018 and supports several municipal contracts in the role of Senior Building Inspector. Mr. Peebles **35+ years of experience** includes serving in the role of Inspector for the Town of Lady Lake, the Town of Eustis, the City of Minneola, and the Town of Astatula.

Mr. Peebles has earned several State of Florida issued licenses (shown in the Staff Credentials Matrix on page 25 in this proposal) and is a Florida Stormwater, Erosion, and Sedimentation Control Inspector. He has also completed the OSHA 30 training program. Mr. Peebles has nine ICC certifications. He has an MBA in Business Administration and a BSc in Elementary Physical Education.

Mr. Charles Banky completes the **Inspector** team for the City. He brings more than **35 years of experience** to the role and has conducted thousands of residential and commercial inspections throughout his career.

Mr. Banky joined the M.T. Causley team in 2021 and supports several municipal client projects. His experience includes serving in the role of Inspector for the Town of Lady Lake, the Town of Eustis, the City of Sanford, the City of Minneola, the City of Belleview, and the City of Dunnellon.

Mr. Banky has earned seven ICC certifications and holds Certified General Contractor and Standard Inspector licenses with the State of Florida (as shown in the Staff Credentials Matrix on page 25 in this proposal). Mr. Banky is also a veteran of the United States Air Force with an honorable discharge.

Mr. Kevin Hempel will provide remote, backup support for **Plans Examiner** from our National Plan Review Office in Coral Gables, FL. Mr. Hempel has **35 years of experience** and has been with M.T. Causley since 2013. Some highlights of work experience include Assistant Building Official for the City of Port St. Lucie, Plans Examiner and Inspector for the Village of Wellington, and Multi-Certified Plans Examiner and Inspector for Indian River County, the Town of Palm Beach, the City of Pahokee, and the Town of Juno, among others.

Mr. Hempel is a Fire Safety Inspector, licensed through the State of Florida Fire Marshal’s Office. He has earned 21 ICC certifications, 6 State of Florida licenses, and has a B.A. in Urban Studies and A.S. degrees in Civil Engineering Technology and Architectural Technology. A complete list of his credentials is presented in the Staff Credentials Matrix on page 25 in this proposal.

STAFF CREDENTIALS MATRIX

We present the credentials of our highly-qualified staff in the following matrix. All inspectors and plans examiners exceed the minimum requirements for their roles as outlined in the RFQ.

	Rob Perry	Dwight "Tony" Bryan	Jimmy Strickland	Robert Kegan	Guy Priest	Kevin Hempel	Clarence "Bob" Welch	Rob Peebles	Charles Banky
ICC Certifications									
ICC Accessibility Inspector/Plans Examiner	✓								
ICC/AACE Property Maintenance and Housing Inspector	✓	✓				✓			
ICC Building Code Official	✓	✓							
ICC Building Code Specialist	✓	✓							
ICC Building Inspector	✓	✓						✓	✓
ICC Building Plans Examiner	✓	✓				✓		✓	
ICC Certified Building Official	✓	✓				✓			
ICC Certified Fire Code Official	✓	✓							
ICC Coastal and Floodplain Construction Inspector		✓				✓			
ICC Combination Inspector	✓	✓				✓			
ICC Combination Plans Examiner	✓								
ICC Commercial Building Inspector	✓							✓	✓
ICC Commercial Combination Inspector	✓	✓				✓			
ICC Commercial Energy Inspector	✓								
ICC Commercial Mechanical Inspector	✓								
ICC Commercial Plumbing Inspector	✓	✓							
ICC Commercial Electrical Inspector		✓				✓			
ICC Disaster Response Inspector	✓								
ICC Electrical Code Official	✓								
ICC Electrical Code Specialist	✓								
ICC Electrical Inspector	✓	✓				✓	✓		
ICC Electrical Plans Examiner	✓								
ICC Fire Code Specialist	✓	✓							
ICC Fire Inspector I	✓	✓				✓			
ICC Fire Inspector II	✓	✓				✓			
ICC Fire Plans Examiner	✓	✓				✓			
ICC Housing Code Official	✓	✓				✓			
ICC Master Code Professional	✓								
ICC Mechanical Code Official	✓	✓				✓			
ICC Mechanical Code Specialist	✓	✓							
ICC Mechanical Inspector	✓	✓				✓			

	Rob Perry	Dwight "Tony" Bryan	Jimmy Strickland	Robert Kegan	Guy Priest	Kevin Hempel	Clarence "Bob" Welch	Rob Peebles	Charles Banky
ICC Certifications									
ICC Mechanical Plans Examiner	✓	✓				✓			
ICC Plumbing Code Official	✓	✓				✓			
ICC Plumbing Code Specialist	✓	✓							
ICC Plumbing Inspector	✓	✓				✓			
ICC Plumbing Plans Examiner	✓	✓							
ICC Residential Building Inspector	✓							✓	✓
ICC Residential Combination Inspector	✓	✓				✓		✓	✓
ICC Residential Electrical Inspector	✓					✓		✓	✓
ICC Residential Energy Inspector/Plans Examiner	✓								
ICC Residential Mechanical Inspector	✓							✓	✓
ICC Residential Plans Examiner								✓	
ICC Residential Plumbing Inspector	✓							✓	✓
ICC Zoning Inspector						✓			
State of Florida Licenses									
Building Code Administrator	✓	✓	✓	✓	✓	✓	✓		
Building Official				✓					
Certified Building Contractor						✓			
Certified General Contractor	✓			✓		✓		✓	✓
Certified Mechanical Contractor	✓								
Certified Plumbing Contractor	✓						✓		
Fire Inspector/Plans Examiner (State Fire Marshal's Office)				✓					
Fire Safety Inspector (State Fire Marshal's Office)						✓			
Fire Marshal (State Fire Marshal's Office)	✓								
Florida State Fire College Fire Inspector I		✓							
Florida State Fire College Fire Inspector II		✓							
Florida State Fire College Fire Investigator I		✓							
Florida Stormwater, Erosion, and Sedimentation Control Inspector								✓	
Home Inspector						✓			
Limited Inspector				✓					
Residential Plans Examiner		✓			✓	✓		✓	
Standard Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓
Standard Modular Inspector SMI		✓							
Standard Modular Plans Examiner		✓							
Standard Plans Examiner	✓	✓	✓	✓	✓	✓	✓	✓	

	Rob Perry	Dwight "Tony" Bryan	Jimmy Strickland	Robert Kegan	Guy Priest	Kevin Hempel	Clarence "Bob" Welch	Rob Peebles	Charles Banky
Other Licenses and Certificates									
National Board of Fire Services Fire Inspector I		✓							
National Board of Fire Services Fire Inspector II		✓							
National Board of Fire Services Fire Plans Examiner		✓							
OSHA 30								✓	

Team Résumés

We present the résumés and credentials of our highly qualified and experienced proposed team on the following pages.

ROBERT PERRY

**Residential 1 & 2 Family Building
Code Administrator,
1&2 Family Inspector, Building,
Electrical, Mechanical & Plumbing,
Plans Examiner & Inspector,
Certified Floodplain Manager**

21 + Years Experience

State Florida Licenses:
Standard Building Code
Administrator, BU1597

Standard Inspector, BN5349
Standard Plans Examiner PX2902

Certified Plumbing Contractor,
CFC057059

Certified Mechanical Contractor,
CMC056871

Certified General Contractor,
CGC059384

Education:

Palm Construction School
St. Petersburg College
Pinellas Technical Institute / HVAC
Associate

Memberships:

International Code Council

Working in the construction industry for more than twenty years, Robert has a strong background and experience in the Florida Building Code. He has a successful record of overseeing all phases of multi-million dollar construction projects for a wide range of projects and a proven history of completing projects on-time and on-budget. He has been recognized for his planning and constructing expertise which has resulted in successful management of subcontractors and equipment with the assurance of a safe and quality-oriented job site.

Currently, Robert is tasked with managing the operations of municipal building departments by enforcing, interpreting, and implementing building codes, customer service, application intake, plan review, issuance of building permits, building inspections, and code enforcement. Additionally, he also conducts technical field inspections of new and existing building construction, assuring work conforms to all applicable building codes and approved specifications.

MUNICIPAL EXPERIENCE

- **University of Central Florida**, Orlando, FL - Building Official
- **Town of Belleair**, Belleair, FL - Building Official
- **City of Dunedin**, Dunedin, FL - Building Inspector
- **City of Fellsmere**, Fellsmere, FL - Building Official
- **City of Gulfport**, Gulfport, FL - Multi-certified Inspector
- **Town of Indian River Shores**, Indian River Shores, FL - Building Official
- **Town of Melbourne Beach**, Melbourne Beach, FL - Building Official
- **City of New Port Richey**, New Port Richey, FL - Building Official
- **Village of North Palm Beach**, North Palm Beach, FL - Building Official
- **Town of Orchid**, Orchid, FL - Building Official
- **Okeechobee County**, Okeechobee, FL - Multi-certified Inspector
- **City of Palm Bay**, Palm Bay, FL - Building Official
- **City of Satellite Beach**, Satellite Beach, FL - Deputy Building Official
- **City of Tarpon Springs**, Tarpon Springs, FL - Multi-certified Inspector
- **Town of Redington Beach**, Redington Beach, FL - Multi-licensed Inspector



International Code Certification:

Combination Plans Examiner (expires 10/14/2022)
Mechanical Inspector (expires 10/14/2022)
Residential Plumbing Inspector (expires 10/14/2022)
Building Plans Examiner (expires 10/14/2022)
Fire Plans Examiner (expires 10/14/2022)
Certified Fire Code Official (expires 10/14/2022)
Residential Mechanical Inspector (expires 10/14/2022)
Accessibility Inspector/Plans Examiner (expires 10/14/2022)
Mechanical Code Official (expires 10/14/2022)
Building Code Official (expires 10/14/2022)
Residential Building Inspector (expires 10/14/2022)
Plumbing Code Official (expires 10/14/2022)
Housing Code Official (expires 10/14/2022)
Commercial Mechanical Inspector (expires 10/14/2022)
Master Code Professional (expires 10/14/2022)
Electrical Code Specialist (expires 10/15/2022)
Mechanical Code Specialist (expires 10/15/2022)
Building Code Specialist (expires 10/15/2022)
Fire Code Specialist (expires 10/15/2022)
Plumbing Code Specialist (expires 10/15/2022)
Fire Inspector I (expires 10/14/2022)
Mechanical Plans Examiner (expires 10/14/2022)
Electrical Plans Examiner (expires 10/14/2022)
Disaster Response Inspector (expires 10/14/2022)
Electrical Code Official (expires 10/14/2022)
ICC / AACE Property Maintenance and Housing Inspector (expires 10/14/2022)
Plumbing Plans Examiner (expires 10/14/2022)
Commercial Combination Inspector (expires 10/14/2022)
Certified Building Official (expires 10/14/2022)
Combination Inspector (expires 10/14/2022)
Residential Combination Inspector (expires 10/14/2022)
Commercial Building Inspector (expires 10/14/2022)
Plumbing Inspector (expires 10/14/2022)
Residential Electrical Inspector (expires 10/14/2022)
Commercial Plumbing Inspector (expires 10/14/2022)
Electrical Inspector (expires 10/14/2022)
Commercial Electrical Inspector (expires 10/14/2022)
Building Inspector (expires 10/14/2022)
Residential Energy Inspector/Plans Examiner (expires 10/14/2022)
Fire Inspector II (expires 10/14/2022)



License information from the
Department of Business and Professional Regulation

Licensee Details

Licensee Information	
Name:	PERRY, ROBERT CARLYLE (Primary Name)
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN5349
Status:	Current,Active
Licensure Date:	05/09/2006
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective
Building	04/25/2007
Electrical Inspector	08/20/2008
1&2 Family Dw	05/09/2006
Mechanical	04/25/2007
Plumbing	04/25/2007

Licensee Details

Licensee Information	
Name:	PERRY, ROBERT CARLYLE (Primary Name)
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2902
Status:	Current,Active
Licensure Date:	04/26/2007
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective
Building	04/27/2007
Electrical	06/18/2009
Mechanical	04/26/2007
Plumbing	04/27/2007

Licensee Details

Licensee Information	
Name:	PERRY, ROBERT CARLYLE (Primary Name)
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1597
Status:	Current,Active
Licensure Date:	12/21/2007
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective

ROBERT E. KEGAN, JR

Building Code Administrator, Building, Electrical, Mechanical, & Plumbing Inspector & Plans Examiner, Fire Inspector

Years of Experience: 30+

STATE OF FLORIDA LICENSES:

Building Code Administrator, BU92
Standard Inspector, BN237

Standard Plans Examiner, PX115

Fire Inspector/Plans Examiner, 84162

Certified General Contractor, CGC027755

EDUCATION:

Florida State Fire College

Barry University, N. Miami

Broward Community College

Daytona Beach Community College of Architecture

With an impeccable career in the construction industry, Bob has experience with Building Department Administration. Over the past thirty years, he has dedicated his career to working with cities and counties throughout Florida ensuring the Building Department is managed properly. Bob has served in the capacity of Building Official, Inspector, Plans Examiner, and Code Enforcement Officer. He joined the M.T. Causley family after retiring from Sumter County Building Department where he served as the Building Official for five years.

MUNICIPAL EXPERIENCE:

- **Sumter County**, Bushnell, FL - Building Official, Inspector, Plans Examiner
- **City of Mount Dora**, Mt. Dora, FL - Building Official, Fire Inspector
- **City of Parkland**, Parkland, FL - Building Official, Volunteer Firefighter
- **City of Tamarac**, Tamarac, FL - Deputy Building Official
- **City of Coral Springs**, Coral Springs, FL - Building Inspector
- **City of Plantation**, Plantation, FL - Building Inspector
- **Town of Palm Beach**, Palm Beach, FL - Plans Examiner
- **City of Bradenton Beach**, Bradenton Beach, FL - Building Official
- **City of Gulfport**, Gulfport, FL - Multi-Certified Inspector & Plans Examiner
- **City of Treasure Island**, Treasure Island, FL - Building Official
- **City of Inverness**, Inverness, FL - Building Official
- **City of Cedar Key**, Cedar Key, FL - Building Official
- **City of Coleman**, Coleman, FL - Building Official
- **City of Belleview**, Belleview, FL - Building Official



License information from the
Department of Business and Professional Regulation

Licensee Details

Licensee Information	
Name:	KEGAN, ROBERT E JR (Primary Name)
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU92
Status:	Current,Active
Licensure Date:	03/15/1994
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective
	Standard
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN237
Status:	Current,Active
Licensure Date:	03/15/1994
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective
	Building
	Commercial Electric
	Mechanical
	Plumbing
	Residential Electric
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX115
Status:	Current,Active
Licensure Date:	03/15/1994
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective
	Building
	Electrical
	Mechanical
	Plumbing



DWIGHT (TONY) BRYAN

Residential 1 & 2 Family

Inspector

Commercial Building

Inspector

30 + Years Experience

EDUCATION

Florida State Fire College
Fire Inspector I - # 137030
Fire Inspector II - # 196781
Fire Investigator I - # 141773

National Board of Fire Services:

Fire Inspector I - 240939
Fire Inspector II - 240939
Fire Plans Examiner - 290940

STATE OF FLORIDA LICENSES

Building Code Administrator
BU-1250

Standard Inspector
BN-2965

Standard Plan Examiner
PX-1632

1 & 2 Family Plans Examiner

Modular Inspector

Modular Plan Examiner

Mr. Bryan has more than 30 years of experience as a Contractor, Superintendent and Project Manager in all fields of construction including a vast knowledge of International Codes, the Fire Prevention Code and associated NFPA Standards. He is a skilled Building Inspector whose expertise in permitting requirements and corrective action procedures provides the assurance municipalities deserve and require.

MUNICIPAL EXPERIENCE

- **Hernando County, FL** – Inspector and Plans Examiner
- **Hillsborough County, FL** – Inspector and Plans Examiner

INTERNATIONAL CODE CERTIFICATION:

Coastal and Floodplain Construction Inspector (expires 09/12/2024)
Plumbing Inspector (expires 09/12/2024)
Electrical Inspector (expires 09/12/2024)
ICC / AACE Property Maintenance and Housing Inspector (expires 09/12/2024)
Mechanical Inspector (expires 09/12/2024)
Commercial Combination Inspector (expires 09/12/2024)
Certified Building Official (expires 09/12/2024)
Fire Inspector II (expires 09/12/2024)
Fire Plans Examiner (expires 09/12/2024)
Building Plans Examiner (expires 09/12/2024)
Combination Inspector (expires 09/12/2024)
Housing Code Official (expires 09/12/2024)
Building Inspector (expires 09/12/2024)
Plumbing Code Official (expires 09/12/2024)
Residential Combination Inspector (expires 09/12/2024)
Mechanical Code Official (expires 09/12/2024)
Commercial Plumbing Inspector (expires 09/12/2024)
Mechanical Plans Examiner (expires 09/12/2024)
Commercial Electrical Inspector (expires 09/12/2024)
Fire Inspector I (expires 09/12/2024)
Certified Fire Code Official (expires 09/12/2024)
Plumbing Plans Examiner (expires 09/12/2024)
Building Code Official (expires 09/12/2024)
Building Code Specialist (expires 09/12/2024)
Plumbing Code Specialist (expires 09/12/2024)
Mechanical Code Specialist (expires 09/12/2024)
Fire Code Specialist (expires 09/12/2024)

License information from the Department of Business and Professional Regulation

Licensee Information	
Licensee Information	
Name:	BRYAN, DWIGHT ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1250
Status:	Current, Active
Licensure Date:	01/15/2002
Expires:	11/30/2021
Special Qualifications	
Standard	Qualification Effective

Licensee Details	
Licensee Information	
Name:	BRYAN, DWIGHT ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	
License Information	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX26
Status:	Current, Active
Licensure Date:	10/06/1999
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective

Licensee Details	
Licensee Information	
Name:	BRYAN, DWIGHT ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN2965
Status:	Current, Active
Licensure Date:	09/30/1997
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective
Coastal Construction	
Residential	11/20/2002
Mechanical	
Plumbing	08/02/2006

Licensee Details	
Licensee Information	
Name:	BRYAN, DWIGHT ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	
License Information	
License Type:	Standard Modular Inspector SMI
Rank:	Std Modular Ins
License Number:	SMI66
Status:	Current, Active
Licensure Date:	08/10/2001
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective

Licensee Details	
Licensee Information	
Name:	BRYAN, DWIGHT ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	
License Information	
License Type:	Standard Modular Plans Examiner
Rank:	Std Modular Pla
License Number:	SMP48
Status:	Current, Active
Licensure Date:	03/18/2008
Expires:	11/30/2021
Special Qualifications	
	Qualification Effective

Licensee Details	
Licensee Information	
Name:	BRYAN, DWIGHT ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1632
Status:	Current, Active
Licensure Date:	08/20/1999
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective
Mechanical	11/20/2002
Plumbing	02/04/2003

JIMMY L. STRICKLAND

Building Code Administrator,
Building, 1&2 Family,
Electrical, Mechanical &
Plumbing Inspector

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Building Code
Administrator, BU1878

Standard Inspector,
BN5176

EDUCATION:

State Technical Institute at
Memphis

ICC LICENSES:

Certified Building Official,
Combination Inspector,
Commercial Combination
Inspector

Jimmy has worked in the construction industry since 1985. He has experience with project coordination, budgeting and managing new and existing residential and commercial projects. Additionally, he has a successful record of overseeing all phases of multimillion-dollar construction projects for a wide range of clients and a proven history of completing projects on-time and on-budget.

Jimmy now dedicates his career to providing plans review and inspection services for various states including Florida, Mississippi and Tennessee. He was responsible for inspecting residential and commercial structures ensuring that their construction, alteration, or repair complies with the FBC and approved specifications. Working with different building departments, has provided him a wealth of knowledge and experience of daily operations within a building department.

MUNICIPAL EXPERIENCE:

- **Town of Yankeetown**, Yankeetown, FL- Building Official, Plan Reviewer and Inspector
- **City of Williston**, Williston, FL - Building Official, Plan Reviewer and Inspector
- **City of Palmetto**, Palmetto, FL- Building Official, Plan Reviewer and Inspector
- **Orange County**, Orlando, FL- Building Official, Plan Reviewer and Inspector
- **City of Inverness**, Inverness, FL - Multi-certified Inspector
- **City of Eustis**, Eustis, FL - Building Official
- **City of Dunnellon**, Dunnellon, FL - Building Official, Plan Reviewer and Inspector
- **City of Chiefland**, Chiefland, FL- Building Official, Plan Reviewer and Inspector
- **Town of Bronson**, Bronson, FL- Building Official, Plan Reviewer and Inspector
- **City of Belleview**, Belleview, FL - Building Official
- **City of Bradenton Beach**, Bradenton Beach, FL - Multi-certified Inspector



License information from the
Department of Business and Professional Regulation

 **STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

BN5176 **ISSUED: 11/16/2019**
STANDARD INSPECTOR
STRICKLAND, JIMMY LEWIS

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

 **STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

BU1878 **ISSUED: 11/16/2019**
BUILDING CODE ADMINISTRATOR
STRICKLAND, JIMMY LEWIS

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021



ROBERT (ROB) PEEBLES

Residential 1 & 2 Family
Inspector
Commercial Building
Inspector
15+ Years Experience

EDUCATION

BSc in Elementary Physical
Education - University of South
Florida

MBA Business Administration
University of Florida in
Gainesville, FL

STATE OF FLORIDA LICENSES

Standard Inspector, BN8042
Florida Stormwater Inspector
CGC # 1511452
OSHA 30

Mr. Peebles is an experienced residential home construction professional with a proven record of excellence in Construction Management as well customer satisfaction. He has worked in an multitude of single and multi-family projects as well as various municipalities in Central Florida.

MUNICIPAL EXPERIENCE

- **Town of Lady Lake**, Lady Lake, FL – Inspector
- **Town of Eustis**, Eustis, FL – Inspector
- **City of Minneola**, Minneola, FL – Inspector
- **Town of Astatula**, FL - Inspector

INTERNATIONAL CODE CERTIFICATION:

Residential Building Inspector (expires 06/11/2023)
Residential Mechanical Inspector (expires 06/29/2023)
Residential Plumbing Inspector (expires 07/01/2023)
Residential Electrical Inspector (expires 08/12/2023)
Residential Combination Inspector (expires 08/13/2023)
Residential Plans Examiner (expires 09/07/2023)
Commercial Building Inspector (expires 01/23/2024)
Building Inspector (expires 01/24/2024)
Building Plans Examiner (expires 02/06/2024)

License information from the Department of Business and Professional Regulation

Licensee Details

Licensee Information	
Name:	PEEBLES, ROBERT W (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4607
Status:	Current, Active
Licensure Date:	05/05/2021
Expires:	11/30/2021

Special Qualifications	
Building	Qualification Effective 05/05/2021

Licensee Details

Licensee Information	
Name:	PEEBLES, ROBERT W (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8042
Status:	Current, Active
Licensure Date:	08/14/2020
Expires:	11/30/2021

Special Qualifications	
Building	Qualification Effective 06/15/2021
Residential	08/14/2020

Licensee Details

Licensee Information	
Name:	PEEBLES, ROBERT W (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	
License Location:	

License Information	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX349
Status:	Current, Active
Licensure Date:	06/15/2021
Expires:	11/30/2021

Special Qualifications	
	Qualification Effective

GUY H. PRIEST

Building Code
Administrator,
Building, 1&2 Family,
Plumbing & Coastal
Construction Inspector,
Building & 1&2 Plans
Examiner

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Building Code
Administrator, BU1968

Standard Inspector,
BN5724

Standard Plans Examiner,
PX2979

Standard 1&2 Family
Dwelling Plans Examiner,
SFP276

EDUCATION:

Florida Junior College,
Jacksonville FL

Central Florida Community
College, Ocala, FL

ICC LICENSES:

Residential:
Building Inspector,
5253381-B1
Electrical Inspector,
5253381-E1
Mechanical Inspector,
5253381-M1
Plumbing Inspector,
5253381-P1

Commercial Building
Inspector, 5253381-B2

Building Plans Examiner,
5253381-B3

With over twenty years of experience in the construction industry, Guy has been responsible for managing many residential and commercial projects throughout South Florida. He was known as a prominent general contractor where he as supervised many multi-million dollar homes and commercial projects. Due to his extensive experience, he possesses profound knowledge of construction materials and methods, as well as the Florida Building Code.

For six years, Guy worked for the City of Ocala building department. During his tenure, he was responsible for performing building inspections to ensure construction complies with the approved plans and specifications.

MUNICIPAL EXPERIENCE:

- **City of Ocala**, Ocala, FL - Building Inspector and Plans Examiner
- **Indian River County**, Vero Beach, FL - Building & 1&2 Dwelling Inspector
- **City of Largo**, Largo, FL - Building & 1&2 Dwelling Inspector
- **City of Gulfport**, Gulfport, FL - Building & 1&2 Dwelling Inspector
- **City of Belleview**, Belleview, FL - Building Official, Plan Reviewer and Inspector
- **City of Cedar Key**, Cedar Key, FL - Building Official, Plan Reviewer and Inspector
- **City of Chiefland**, Chiefland, FL - Building Official, Plan Reviewer and Inspector
- **City of Dunnellon**, Dunnellon, FL - Building Official, Plan Reviewer and Inspector
- **City of Eustis**, Eustis, FL - Building Official, Plan Reviewer and Inspector
- **Town of Inglis**, Inglis, FL - Building Official, Plan Reviewer and Inspector
- **Town of Yankeetown**, Yankeetown, FL - Building Official, Plan Reviewer and Inspector
- **City of Inverness**, Inverness - Plan Reviewer





License information from the
Department of Business and Professional Regulation

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BN5724 ISSUED: 09/27/2019
STANDARD INSPECTOR
PRIEST, GUY HUGHLON

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX2979 ISSUED: 09/27/2019
STANDARD PLANS EXAMINER
PRIEST, GUY HUGHLON

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SFP276 ISSUED: 09/27/2019
STANDARD 1 & 2 FAMILY DWELLING PLANS EXAMINER
PRIEST, GUY HUGHLON

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BU1968 ISSUED: 09/27/2019
BUILDING CODE ADMINISTRATOR
PRIEST, GUY HUGHLON

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2019



CHARLES BANKY

Residential 1 & 2 Family

Inspector

Commercial Building

Inspector

35 + Years Experience

STATE OF FLORIDA LICENSES

Standard Inspector, BN7944

Mr. Banky comes with more than 35 years of experience in the construction industry. Mr. Banky has conducted residential 1 & 2 family and commercial building inspections assuring that the work complies with all applicable codes.

MUNICIPAL EXPERIENCE

- **Town of Lady Lake**, Lady Lake, FL – Inspector
- **Town of Eustis**, Eustis, FL – Inspector
- **City of Sanford**, Sanford, FL – Inspector
- **City of Minneola**, Minneola, FL – Inspector
- **City of Belleview**, FL - Inspector
- **City of Dunnellon**, FL - Inspector

TRAINING AND CERTIFICATION

- **United States Air Force** - Honorable discharge in 1979
- **General Contractors License** - since 1986
- **DBPR Commercial Building Inspector License**
- **One & Two Family Inspector Certification**

International Code Certification:

Commercial Building Inspector (expires 11/09/2022)

Residential Building Inspector (expires 08/28/2023)

Building Inspector (expires 08/30/2023)

Residential Mechanical Inspector (expires 09/08/2023)

Residential Electrical Inspector (expires 10/27/2023)

Residential Plumbing Inspector (expires 12/17/2023)

Residential Combination Inspector (expires 12/19/2023)

License information from the Department of Business and Professional Regulation

Licensee Details	
License Information	
Name:	BANKY, CHARLES (Primary Name) CHARLES BANKY GENERAL CONTRACTOR INC (DBA Name)
Main Address:	
County:	
License Mailing:	
License Location:	
License Information	
License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC038289
Status:	Current,Active
Licensure Date:	12/05/1986
Expires:	08/31/2022
Special Qualifications	
Construction Business	Qualification Effective 10/19/2007

Licensee Information	
Name:	BANKY, CHARLES (Primary Name)
Main Address:	
County:	
License Mailing:	
License Location:	

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7944
Status:	Current,Active
Licensure Date:	02/04/2020
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective 02/04/2020
Residential	12/20/2020

CLARENCE BOB WELCH, JR.

Building Code
Administrator,
1&2 Family, Electrical,
Mechanical & Plumbing
Inspector
Mechanical & Plumbing
Plans Examiner

Years of Experience: 20+

Years with MTC: 16

STATE OF FLORIDA LICENSES:

Standard Building Code
Administrator, BU1049

Standard Inspector,
BN3710

Standard Plans Examiner,
PX1672

EDUCATION:

Kent State University

Wright State University

CERTIFICATIONS:

Florida Department of
Education SREF

AFFILIATIONS:

ASFPM Certified Floodplain
Manager

FFMA Florida Floodplain
Managers

Building Official Association
of Florida, Florida ICC &
Suncoast Chapter

Florida Home Builders
Association

National Association of
Home Builders

Bob comes with more than twenty years of experience in the construction industry. He has extensive experience in review of architectural plans compliance with Florida Building Codes and local ordinances for commercial and residential existing and new construction. Currently he is focused on building code enforcement conducting technical field inspections of new and existing building construction, assuring work conforms to all applicable building codes.

MUNICIPAL EXPERIENCE:

- **Town of Redington Beach**, Redington Beach, FL - Building Official
- **Town of North Redington Beach**, North Redington Beach, FL - Building Official
- **City of Anna Maria**, Anna Maria, FL - Building Official, Plans Examiner and Inspector, Flood Plain Manager
- **City of Bradenton Beach**, Bradenton Beach, FL - Chief Code Enforcement Officer
- **City of Boca Raton**, Boca Raton, FL - Electrical Inspector
- **City of Lake Wales**, Lake Wales, FL - Plans Examiner & Inspector
- **City of Marathon**, Marathon, FL - Building Official
- **City of Oldsmar**, Oldsmar, FL - Building Official
- **Manatee County**, Bradenton, FL
 - Planning and Development Departments: Plans Examiner & Inspector
 - Facilities Management Department: Construction Coordinator and Expediter
- **City of Gulfport**, Gulfport, FL - Building Official, Inspector, and Plans Examiner
- **City of Tarpon Springs**, Tarpon Springs, FL - Inspector
- **City of Treasure Island**, Treasure Island, FL - Building Official
- **City of Largo**, Largo, FL - Inspector & Plans Examiner
- **City of Key West**, Key West, FL - Building Official
- **City of Delray Beach**, Delray Beach, FL - Inspector
- **City of St. Cloud**, St. Cloud, FL - Inspector & Plans Examiner
- **Indian River County**, Vero Beach, FL - Inspector
- **Pasco County**, Dade City, FL - Inspector



License information from the
Department of Business and Professional Regulation


STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 BN3710 ISSUED: 10/15/2019
 STANDARD INSPECTOR
 WELCH, CLARENCE BOB JR

 Signature
 LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
 EXPIRATION DATE: NOVEMBER 30, 2021


STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 PX1672 ISSUED: 10/15/2019
 STANDARD PLANS EXAMINER
 WELCH, CLARENCE BOB JR

 Signature
 LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
 EXPIRATION DATE: NOVEMBER 30, 2021


STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 BU1049 ISSUED: 10/15/2019
 BUILDING CODE ADMINISTRATOR
 WELCH, CLARENCE BOB JR

 Signature
 LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
 EXPIRATION DATE: NOVEMBER 30, 2021

FLORIDA DEPARTMENT OF EDUCATION
 Office of Educational Facilities
Declares that
CLARENCE WELCH
 FLORIDA LICENSED BUILDING INSPECTOR: BU071C
 FLORIDA LICENSED BUILDING CODE ADMINISTRATOR: BU1049
 FLORIDA LICENSED PLANS EXAMINER: PX1672
 Has Successfully Completed the Course:
2017 23-HOUR ADVANCED STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES
For Public Educational Facilities Construction in the State of Florida as Prescribed in Chapter 1012, Florida Statutes, Sections 453 and 466 of the Florida Building Code and the rules of the State Board of Education
 Provider Approval #000022
Continuing Education hours as
 The Board of Architecture & Building Codes (BABC) has approved by
 The Florida Building Code Administrators and Inspectors (FCBAI) (33 hours including 1-ADV, 1-MC, 1-MPS, 1-SEP and 1-L&A), Course #0007104
 The Construction Industry Licensing Board (CILB) (33 hours including 1-ADV, 1-MC, 1-MPS, 1-SEP and 1-L&A), Course # 0009913
 The Florida State Polytechnic College Course (23 hours) Course #0003356, Instructor #12025
Issued this 27th day of February 2020

 David Thomas, MA, MSPA, JACP, LEED GA
 Director
 Office of Educational Facilities

 Earl W. Whitworth, P.E., LEED AP
 State Level Educational Facilities Design Manager
 Office of Educational Facilities

KEVIN J. HEMPEL

Building Code Administrator,
1&2 Family, Building, Mechanical
& Plumbing Plans Examiner,
Building, Coastal Construction,
Electrical, 1&2 Family,
Mechanical, & Plumbing
Inspector,
Fire Inspector

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Building Code Administrator,
BU818
Standard Inspector, BN2335
Standard Plans Examiner, PX1507
1&2 Family Plans Examiner,
SFP47
Home Inspector, HI963
Fire Safety Inspector
Certified Building Contractor,
CBC026047
Certified General Contractor,
CGC056705

EDUCATION:

Bachelor of Arts, Urban Studies
Associates of Science in Civil
Engineering
Associates of Science in
Architectural Technology

AFFILIATIONS:

Florida Fire Marshals &
Inspectors Association
Building Officials of Palm Beach
County
Building Officials Association of
Florida

ICC LICENSES:

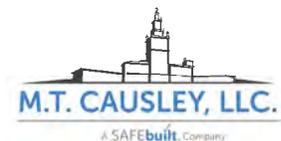
Certified Building Code
Official, Residential &
Commercial, Combination,
Zoning, Building, Mechanical,
Electrical & Plumbing Inspector
Building, Mechanical, Plumbing &
Fire Plans Examiner

With over twenty years of experience in the construction industry, Kevin possesses profound knowledge of construction materials and methods as well as building codes. Working on a wide range of commercial and residential projects, he has performed construction materials testing, surveying and plans review. Furthermore, he has experience inspecting placement of reinforced steel and concrete, structural steel, mortar grout, and concrete blocks as well as mechanical, electrical, and plumbing installation.

For the past eighteen years, he has been assisting cities and counties throughout Florida. As a licensed Building Official, his responsibilities include supervising the Building Department activities to procure quality plan review and inspections within the designated time frames. Additionally, he conducts training seminars to satisfy the State required continuing education courses for staff members.

MUNICIPAL EXPERIENCE:

- **City of Port St. Lucie**, Port St. Lucie, FL - Assisted Building Official
- **Village of Wellington**, Wellington, FL - Multi-certified Inspector
- **Village of Royal Palm Beach**, Royal Palm Beach, FL - Plans Examiner and Inspector
- **Town of Tequesta**, Tequesta, FL - Multi-certified Plans Examiner and Inspection
- **Indian River County**, Vero Beach, FL - Multi-certified Plans Examiner and Inspection
- **Town of Palm Beach**, Palm Beach, FL - Multi-certified Plans Examiner and Inspector
- **City of Pahokee**, Pahokee, FL - Multi-certified Plans Examiner and Inspector
- **Town of Juno Beach**, Juno Beach, FL - Multi-certified Plans Examiner and Inspector
- **Town of Haverhill**, Haverhill, FL - Multi-certified Plans Examiner and Inspector
- **City of Stuart**, Stuart, FL - Building Official
- **Martin County**, Stuart, FL - Housing Official





License information from the
Department of Business and Professional Regulation

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BU818 ISSUED: 11/16/2019
BUILDING CODE ADMINISTRATOR
HEMPEL, KEVIN JAY

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BN2335 ISSUED: 09/20/2019
STANDARD INSPECTOR
HEMPEL, KEVIN JAY

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX1507 ISSUED: 09/20/2019
STANDARD PLANS EXAMINER
HEMPEL, KEVIN JAY

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SFP47 ISSUED: 09/20/2019
STANDARD 1 & 2 FAMILY DWELLING PLANS EXAMINER
HEMPEL, KEVIN JAY

Signature
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2021



Division of State Fire Marshal

BUREAU OF FIRE STANDARDS AND TRAINING

Hereby Awards this

82169

FIRESAFETY INSPECTOR I
Certificate of Compliance
to
KEVIN J. HEMPEL

Expires the 31st Day of December, 2022

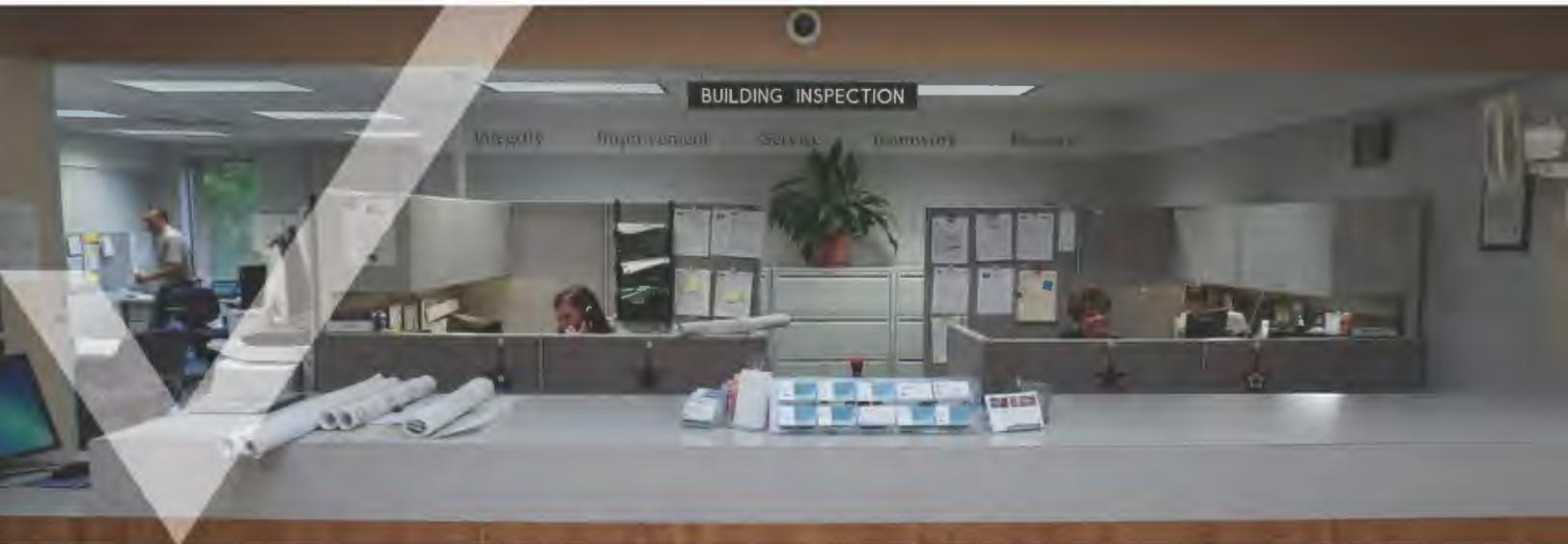
By virtue of having met the requirements of Florida Statutes and the Rules and Regulations of the Division of State Fire Marshal.



Jimmy Petrus
State Fire Marshal

M. S. Il
Bureau Chief

Julius Halas
Director



TAB 5

REFERENCES

References



The Town of Lady Lake

M.T. Causley Client Since 2016

Thad Carroll, Deputy Administrator

352.751.1521 | tcarroll@ladylake.org

Building Official • Plan Reviews (all trades) • Building Inspections • Mechanical Inspections • Electrical Inspections • Plumbing Inspections



The City of Eustis

M.T. Causley Client Since 2017

Lori Barnes, Community Development Director

352.483.5462 | barnesl@ci.eustis.fl.us

Building Official • Plan Reviews (all trades & fire) • Building Inspections • Mechanical Inspections • Electrical Inspections • Plumbing Inspections • Fire Inspections • Planning & Zoning



The City of Dunnellon

M.T. Causley Client Since 2016

Teresa Malmberg, Community Development Director

352.465.8500 x1010 | tmalmberg@dunnellong.org

Building Official • Plan Reviews (all trades & fire) • Building Inspections • Mechanical Inspections • Electrical Inspections • Plumbing Inspections • Fire Inspections • Code Enforcement • Floodplain Management



The City of Inverness

M.T. Causley Client Since 2016

Eric Williams, City Manager

352.726.2611 | ewilliams@inverness-fl.gov

Building Official • Plan Reviews (all trades) • Building Inspections • Mechanical Inspections • Electrical Inspections • Plumbing Inspections • Code Enforcement • Floodplain Management



The City of Belleview

M.T. Causley Client Since 2004

Shawna Chancey, Development Services Director

352.245.7021 | schancey@belleviewfl.org

Building Official • Plan Reviews (all trades) • Building Inspections • Mechanical Inspections • Electrical Inspections • Plumbing Inspections • Planning & Zoning





TAB 6

REQUIRED SIGNED FORMS

CITY OF BUSHNELL

**PROPOSAL CERTIFICATION FORM
BUILDING DEPARTMENT AND RELATED SERVICES**

Proposers certification to THE CITY OF BUSHNELL:

1. The undersigned warrants that: (A) this Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Proposal/Certification Forms and (if any), the Minimum Technical Specifications, plans, Addendums, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.
2. Please check one:
 Proposer declares that the only person, persons, company or parties interested in this Proposal are named in the Proposal.
 Proposer, or one or more of proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if proposer is selected by the City to propose the requested services. (Attach a detailed explanation for either.)
3. Bidder proposes and agrees to provide all materials, services or equipment requested for the BUILDING DEPARTMENT AND RELATED SERVICES. For *** % of the City's current service fee structure (Fee Structure Attachment I).

****Please see following page for M.T. Causley's proposed hourly rates.**

BILLING RATES

HOURLY RATES

Regular Hourly Rates:

Building Official	\$ 105.00 / Hour 2-Hour Minimum
Inspector	\$ 95.00 / Hour 2-Hour Minimum
Plans Review	\$ 95.00 / Hour 2-Hour Minimum

Overtime Hourly Rates:

Building Official	\$ 157.50 / Hour 2-Hour Minimum
Inspector	\$ 142.50 / Hour 2-Hour Minimum
Plans Review	\$ 142.50 / Hour 2-Hour Minimum

Name of Proposer: M. T. Causley, LLC - a SAFEbuilt Company

Business structure: [] Corporation, [] Partnership, [] Individual, [] Other _____

If a Partnership:

Name(s) of Partner(s): _____

If a Corporation:

Incorporated in State of: Florida Date of Incorporation: 08/29/1997

Business Address: 866 Ponce de Leon, 2nd Floor

City, State, Zip: Coral Gables, FL 33134

Telephone Number: 305.246.0696 Fax: n/a

Submitted By: (Print) Michael T. Causley Title: President

Signature: [Handwritten Signature]

ATTEST:

By: Michael T. Causley
Print Name

Affix Corporate Seal
(If Corporation)



State of Florida
County of: Droward

The foregoing instrument was acknowledged before me this 20TH day of September 2021,
by Michael T. Causley, who is personally known to me or who presented
as identification, and who (did) (did not) take an oath.

[Handwritten Signature]
[Signature of Notary Public]
DAWN HOPKINS
MY COMMISSION # HH 054613
EXPIRES: February 18, 2025
Bonded Thru Notary Public Underwriters

[Handwritten Signature]
[Printed, typed or stamped name of Notary Public]
HH054613
[Commission Number of Notary Public]

NOTE: PROPOSALS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE PROPOSAL.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to by Michael T. Causley - President
(print individual's name and title)

for M. T. Causley, LLC - a SAFEbuilt Company
(print name of entity submitting sworn statement)

whose business address is 866 Ponce de Leon, 2nd Floor, Coral Gables, FL 33134

and (if applicable) its Federal Identification Number (FEIN) is 65-0782808

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or anile United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or it conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a); Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted or a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active ill the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(signature)

RFP Building Inspection Services
(Reference: Bid Number)

Sworn to and subscribed before me this 20th day of September, 2021.

Personally known Michael T Causley

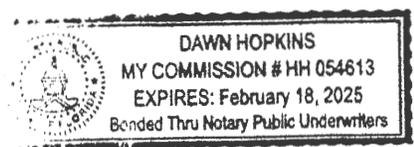
OR Produced identification _____
(Type of identification)

Notary Public - State of Florida

My Commission expires 02/18/25

[Signature]
(Signature of Notary)

Dawn Hopkins
(Printed, typed or stamped commissioned name of Notary Public)



Appendix - Acceptance of the City Agreement Terms

The M.T. Causley Contract and Legal team have carefully reviewed and accept the RFP however, acceptance of contract terms and conditions is subject to review by our legal team.



M.T. CAUSLEY, LLC.

A SAFE**built** Company

EXHIBIT B

To:	Tom
From:	Kari
Date:	7/9/2020
Subject:	Signature approval

Tom-

Attached for your review and signature is a PSA with SAFEbuilt for building plan review and inspection services. This is a term contract which will continue for 5 years.

The following page is the pricing from the 2016 contract.

Pricing for this 2020 contract is on page 113.

Thank you-

Kari

Susan Smith
FINANCE

402.10.55.531.3104 \$45,524 Available

EXHIBIT 3 FEE SCHEDULE

Proposers shall provide an inclusive hourly rate for all services.

Proposers shall complete this Fee Schedule and submit under Tab 6 in the Proposer's proposal.

SERVICE (as needed, on-call basis, excluding natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Plan Reviewer	64.00	75.00	75.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	64.00	75.00	75.00
Florida Licensed Residential Inspector	64.00	75.00	75.00
Florida Licensed Commercial Inspector	64.00	75.00	75.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	64.00	75.00	75.00
Florida Licensed Plumbing Inspector	64.00	75.00	75.00
Florida Licensed Electrical Inspector	64.00	75.00	75.00
Permit Technician	37.00	46.00	46.00

SERVICE (as needed, on-call basis, FOR natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Inspector	64.00	75.00	75.00
Florida Licensed Commercial Inspector	64.00	75.00	75.00
Florida Licensed Plumbing Inspector	64.00	75.00	75.00
Florida Licensed Electrical Inspector	64.00	75.00	75.00
Florida Licensed Damage Assessment	75.00	84.00	84.00

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the awarded Proposer(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the awarded Proposer(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the awarded Proposer(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit 4, Reimbursable Cost Schedule.

PROFESSIONAL SERVICES AGREEMENT

FOR

RFP 19-060 BUILDING PLAN REVIEW AND INSPECTION SERVICES

This **PROFESSIONAL SERVICES AGREEMENT FOR RFP 19-060 BUILDING PLAN REVIEW AND INSPECTION SERVICES** (hereinafter "Agreement") is entered into by and between the **Town of Longboat Key**, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **SAFEbuilt Florida, LLC**, a Delaware Corporation whose address is 18001 Gulf Drive, Redington Shores, Florida 33708 and whose Federal Employer Identification Number is 80-0154691 (hereinafter "Consultant"), as of the date last written on the signature lines below.

WHEREAS, the Town desires to retain the services of a competent and qualified consultant to provide professional services to include, but not be limited to, providing building plan review and inspection services for both residential and commercial projects and permits on an as-needed basis.

WHEREAS, the Town has solicited for these professional services via RFP 19-060 BUILDING PLAN REVIEW AND INSPECTION SERVICES, an advertised request for proposals; and,

WHEREAS, after review and consideration of all responsive proposals to RFP 19-060, the Town intends to engage the Consultant to provide professional services on an as-needed basis; and

WHEREAS, the Consultant is agreeable to providing the Town the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONSULTANT

1.1 The Town does hereby retain the Consultant to furnish, provide and perform the professional services described in the Town's Request for Proposals RFP #19-066, to include all attachments and addenda, and in the Consultant's response thereto (collectively, "RFP 19-066," which is attached hereto as composite "Exhibit A" and made a part of this Agreement), hereinafter referred to as the "Services," as those Services may be further specifically described and authorized by the Town when Services are requested by the Town on an as-needed basis.

1.2 The Consultant recognizes and acknowledges that the Town may employ several different consultants to perform the same or similar services for the Town and that the Consultant has not been employed as the exclusive agent to perform the Services.

SECTION 2.0 –COMPENSATION

2.1 General

2.1.1 The Town shall pay the Consultant in accordance with "Exhibit B, Fee Schedule", which is attached hereto and made a part of this Agreement. The Fee Schedule identifies all job classifications that will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of Services by personnel in job classifications not listed on the Fee Schedule may result in non-payment for such services.

2.1.2 The Fee Schedule, as set out in Exhibit B, may be adjusted annually by an amendment to this Agreement, after mutual written agreement of the parties, beginning one (1) year from the effective date of this Agreement. Such amendment shall operate prospectively only and shall not alter fee schedules in effect at the time of the amendment.

2.1.3 All of the Consultant's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Consultant to the Town's Finance Director satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.4 The Consultant's Inspector or Reviewer or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.5 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Town of Longboat Key
Planning, Zoning & Building Department
501 Bay Isles Road
Longboat Key, FL. 34228

2.1.6 Intentional misrepresentations of billable hours and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with performance of the Services requested by the Town. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation that sufficiently establishes that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town of Longboat Key Planning, Zoning & Building Department immediately upon (i) demand (ii) termination of this Agreement, or (iii) the conclusion of the performance of the requested Services, whichever event occurs first.

2.2.3 It is the responsibility of the Consultant to maintain a current inventory of all such assets.

SECTION 3.0 – CONSULTANT'S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, Consultant makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Consultant has examined and carefully studied all applicable documents, and that Consultant has the experience, expertise, and resources to perform all required Services.

3.2 That Consultant has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Consultant is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Consultant is an entity duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Consultant has the full right and authority to enter into this Agreement and perform its obligations in accordance with its term.

3.6 The Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Consultant shall, at no additional cost to the Town, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town and the Consultant agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated hererin.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Consultant pertaining to the Services, whether written or oral.

SECTION 5.0 – INSURANCE

5.1 The Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with a certified copy, or copies, of said insurance policies.

Certificates of insurance and certified copies of these insurance policies must accompany this signed Agreement. Said insurance coverages procured by the Consultant as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Consultant is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Consultant shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

The Consultant shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. The Consultant will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force,

including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Consultant shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Consultant who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, the Consultant shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

5.4 The Consultant's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 The Consultant will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. The Consultant will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Consultant.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, F.S.

SECTION 6.0 – TERM OF AGREEMENT

6.1 The initial term of this Agreement shall be for a two (2)-year time period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

6.2 The Town reserves the right to renew this Agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original Agreement.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: In the event the Consultant shall default or otherwise violate any of the terms, obligations, restrictions or conditions of this Agreement, the Town shall give the Consultant written notice of the default and that such default shall be corrected within five (5) business days of the date of the written notice. In the event the Consultant fails to correct the condition(s) of the default within the aforementioned timeframe, the Town shall have all legal remedies available to it, including but not limited to, termination of this Agreement for cause. Unless the default is corrected within five (5) business days, or within a timeframe agreed to by the Town, in such instance, the Town may terminate the Agreement for cause by giving notice of termination to the Consultant, and the Consultant shall immediately cease working for the Town and only be paid for all Services properly performed to the date of termination.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Consultant. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Consultant, or failure to fulfill any of the insurance requirements as provided herein. In this event, Consultant shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Consultant: This Agreement may be terminated by the Consultant by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Consultant under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Consultant shall immediately discontinue all affected Services unless a

notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Consultant shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Consultant expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its sub consultants or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Consultant's service and performance of the Services under this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Allen Parsons, Planning, Zoning and Building Department Director
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
E-mail: aparsons@longboatkey.org

Stan Dinwoodie, Building Official
Town of Longboat Key
501 Bay Isles Road
Longboat Key, Florida 34228
E-mail: Sdinwoodie@longboatkey.org

With a copy to:

Thomas Harmer, Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228-3196
E-mail: Tharmer@longboatkey.org

and

Maggie D. Mooney, Esq.

Town Attorney
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: mmooney@swflgovlaw.com

and

The Town's Purchasing Manager via e-mail at Purchasing@longboatkey.org

As to the Consultant:

Consultant's Contact Name & Title: Tom Walsh, Accounts Manager

Consultant's Contact Address: 18001 Gulf Drive, Redington Shores, FL 33708

Consultant's Contact Email: TWalsh@safebuilt.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement 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 any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Consultant binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement 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 Town and Consultant, who agree that this Agreement 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.

SECTION 11.0 – PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Consultant's records associated with the Agreement or any Work Assignment hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Consultant agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Consultant shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the Town. Upon completion of the Agreement the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain all public records required by the Town to perform the Services. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

11.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH GRANGER, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TGRANGER@LONGBOATKEY.ORG.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

12.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Consultant represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Consultant shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Consultant warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Consultant undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Consultant shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness. The Consultant shall have no right to speak for or bind the Town in any manner.

SECTION 15.0 - SUBCONSULTANTS

15.1 The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant.

15.2 If a subconsultant fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Consultant determines it is necessary to replace the subconsultant to complete any services in a timely fashion, then the Consultant shall promptly do so, subject to the Town's right to approve the new subconsultant. The failure of a subconsultant to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the Town under this Agreement.

SECTION 16.0 - FORCE MAJEURE

16.1 The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Consultant from performing its obligations hereunder. The Consultant's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 – FEDERAL AND STATE TAXES

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Consultant be authorized to use the Town's Tax Exemption Number in securing such materials.

SECTION 18.0 – TOWN RESPONSIBILITIES

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Consultant may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

SECTION 19.0 - NON-DISCRIMINATION

19.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 20.0 - ACCESS AND AUDITS

20.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Consultant must maintain in accordance with this Section 20 for the purpose of inspection or audit during the Consultant's normal business hours at its usual place of business.

20.2 If the Town determines that the Town has overpaid the Consultant because the Consultant has misrepresented its billable time or reimbursable expenses, the Consultant shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Consultant must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Consultant has under-billed the Town because the Consultant has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Consultant waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 21.0 – TRUTH-IN-NEGOTIATIONS CERTIFICATE

21.1 The Consultant's execution of this Agreement services as its execution of a Truth-In-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.

21.2 The Town shall adjust the Consultant's wage rates and costs if the Town determines that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The Town shall exercise its rights under this Certificate within one (1) year following payment of any such wages or costs to the Consultant.

SECTION 22.0 – OWNERSHIP OF DOCUMENTS

22.1 The Consultant shall be required to cooperate with other Town consultants and shall timely provide those consultants any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Consultant is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Consultant.

SECTION 23.0 - KEY PERSONNEL

23.1 The Consultant shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Consultant shall at the Town's request, remove without consequence to the Town any subconsultant or employee of the Consultant and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirement. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Clarence Bob Welch, Inspector & Plans Examiner

Name: Bruce Cooper, Remote Plans Examiner; Robert Soravilla, Inspector

Name: Wally Waynic, Inspector & Plans Examiner

Name: Stephanie Ramsay, Inspection Coordinator

SECTION 24.0 - ANNUAL APPROPRIATIONS

24.1 The Consultant acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Consultant under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 25.0 - LIMITATION OF LIABILITY

25.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 26.0 - DEFAULT AND REMEDY

26.1 If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Consultant receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

26.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Consultant have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Purchasing Manager and the Consultant. All portions of the Agreement have been signed, initialed or identified by the Town and the Consultant.

ATTEST:

As to SAFEbuilt Florida, LLC

(Signature)

Matthew Royer, CCO

(Print or Type Name)

Date: June 04, 2020

Seal:

CONSULTANT

SAFEbuilt Florida, LLC

By: _____
(Signature)

Its Thomas P. Wilkas
(Title of Authorized Representative)

Chief Financial Officer

(Print or Type Name)

Date: June 04, 2020

ATTEST:

As to Town of Longboat Key, Florida

Savannah Cobb
~~Fish Shinkle, Town Clerk~~
Savannah Cobb, Deputy Town Clerk

Date: July 15, 2020

Seal:

TOWN

Town of Longboat Key, Florida

By: Thomas A. Harmer
Thomas A. Harmer, Town Manager

Date: July 15, 2020

Review of Agreement as to Form

By: Maggie D. Mooney
Maggie D. Mooney, Esq., Town Attorney



Electronic

TOWN OF LONGBOAT KEY, FLORIDA

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

July 22, 2019 | 2:00 PM

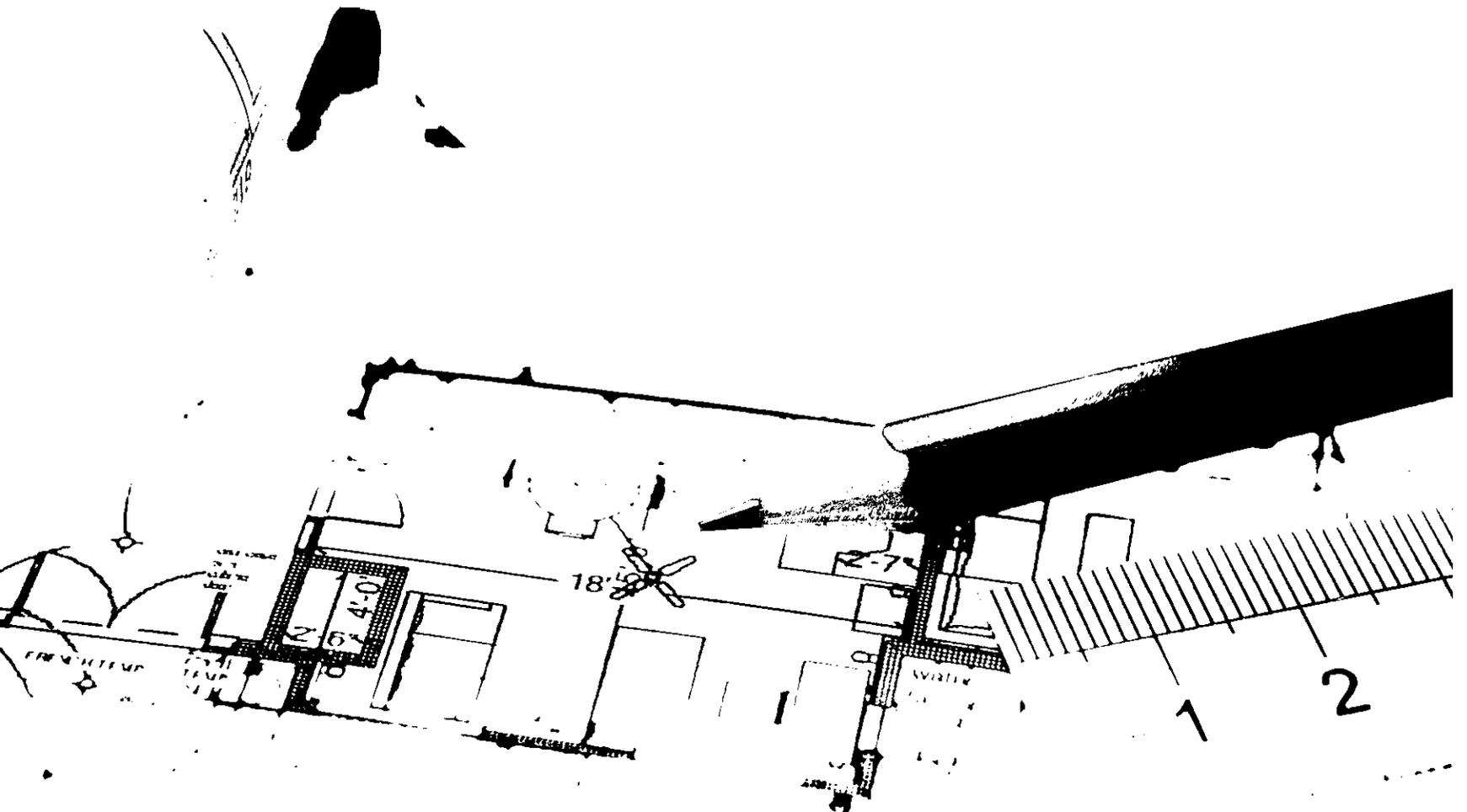


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Executive Summary

Contact Information

Tom Walsh, Project Manager, Regional Operations Manager
18001 Gulf Boulevard, Redington Shores, FL 33708
Phone: 407-615-1964
Email: TWalsh@safebuilt.com
Service to be based from Redington Shores.

Corporate Organization

Corporate History

SAFEbuilt was founded in 1992 for the sole purpose of providing exceptional Building Department services to local governments. Today, SAFEbuilt is a national leader in providing value-added professional, technical and consulting services to over 950 communities throughout the United States. Our expertise includes, but is not limited to:

- Building Department Services
 - Residential and Commercial Building Inspections
 - Residential and Commercial Plan Reviews and Permitting
 - Large Project Plan Reviews and Inspections
 - Disaster Support
- Full-Service Building Department Administration
 - Building Official and Administrator
 - Counter Service and Permitting
 - Hearing Official/Court Support
 - Streamlined Web and Mobile Solutions
 - Performance Measurements
- Code Enforcement
- Arborist
- Housing Authority
- Automation Software
- Electronic Plan Review

We understand that every public agency has a unique culture and specific service requirements for their community. The quality and training of our staff, combined with our robust business systems and core commitment to your Town's satisfaction, ensures that you receive the highest levels of service, professionalism, and responsiveness in the industry.

Company founded as Colorado Inspection Agency



Mike McCurdie acquires Colorado Inspection Agency. Starting with 4 employees and 9 clients, he has a vision to expand the business and build scalable systems.



2000

Company's second office is opened in North Denver



2006

Company name is changed to SAFEbuilt



2010

Increase in client base by nearly 50%

Begins providing Code Enforcement, Licensing, and other services to our clients

Acquires LSL Planning in Michigan

Grows 42% over 2013
Investment from The Rivers'ide Company

Acquires Independent Inspections Limited

Acquires Municipal Building Inspection Services

2016

Acquires M.T. Causley and its subsidiaries, MTCI and Florida Municipal Services; Acquires EsGil Corporation



2018

Acquires Calvin, Giordano & Associates
Now serving 800+ communities. SAFEbuilt staff grows to over 1000.



SAFEbuilt has been expanding and continually improving Municipal Building Departments for 27 years. Our team currently manages municipal contracts with more than 1,100 full-time employees and contracts in 24 states. Additionally, we are partners with many outside organizations that help to foster growth and community satisfaction in nearly all states.

Our qualified staff are highly trained in plan review and inspection disciplines, including architectural, structural, mechanical, energy efficiency regulatory review, electrical, plumbing, life safety, fire suppression and zoning. By offering these areas of expertise, we provide flexibility and economies of scale to municipalities at the lowest possible fee for service. We also have in-depth knowledge and practice of code enforcement and emergency response services. SAFEbuilt's team members are prepared to provide quality services and effective communication to your Town in compliance with applicable ordinances, regulations, and codes according to the Town's Scope of Work.

Years in Business

SAFEbuilt has been in business for 27 years.

Former Names Under which SAFEbuilt has Operated

SAFEbuilt, Inc. has never operated under another name.

State of Incorporation, Date of Incorporation, and Names of Each Corporate Officer

SAFEbuilt was incorporated on June 13, 2006 in the state of Colorado. Our Florida subsidiary was incorporated in Delaware on February 8, 2008.

Our corporate officers are:

- Tom Brackett, Chief Executive Officer
- Matt Royer, Chief Operations Officer
- Tom Klein, Chief Revenue Officer
- Tom Wilkas, Chief Financial Officer

Partnership or Joint Venture

Not applicable to the SAFEbuilt organization.

Sole Proprietorship or otherwise Individually Owned

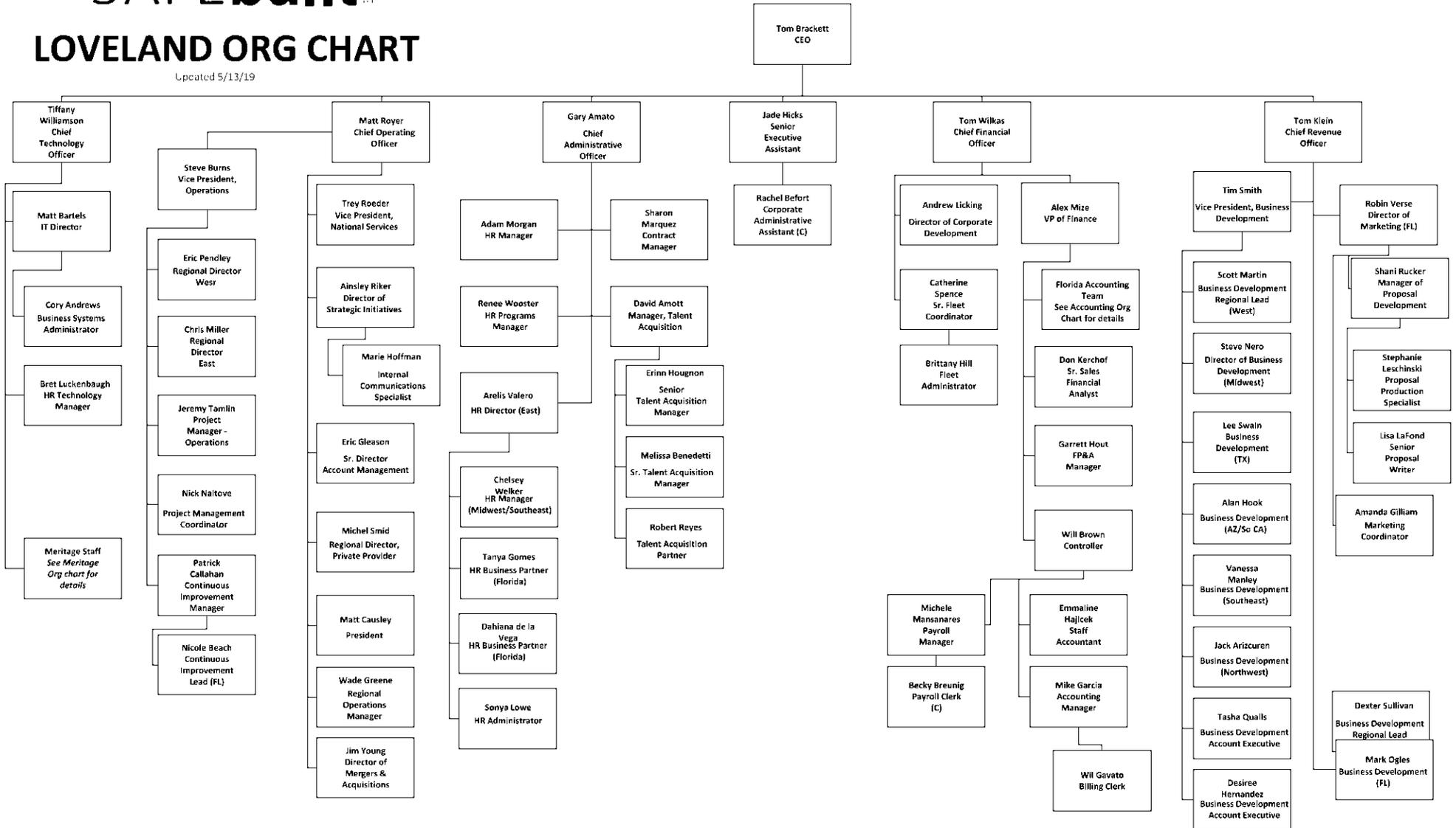
Not applicable to the SAFEbuilt organization.

Organizational Chart



LOVELAND ORG CHART

Updated 5/13/19



Litigation History

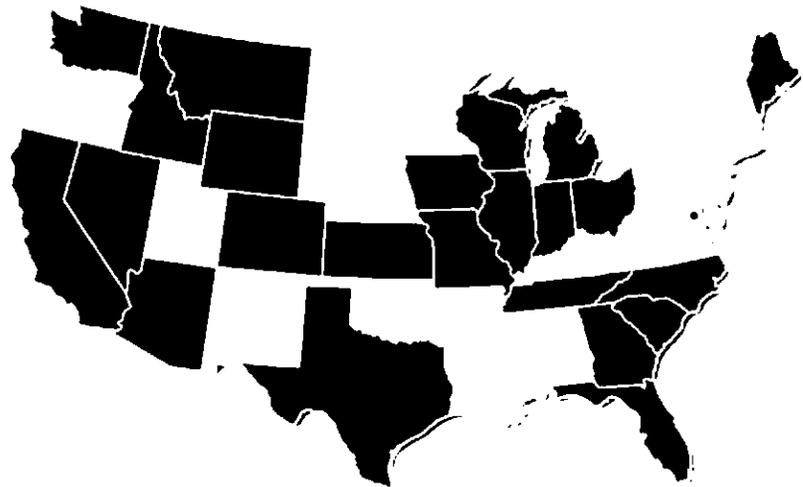
The Company is party to various claims and legal actions arising in the normal course of business. Although the ultimate outcome of these matters is not presently determinable of all such pending matters—except those listed below—will not have a material adverse effect on the Company's business, results of operations, financial condition or cash flows. However, there can be no assurance that the ultimate resolution of these matters will not have a material impact on the Company's results of operations in any period.

1. Leeper Claim—Georgia. In June 2016, Jeffrey and Ashley Leeper (the "Leepers") alleged that the building code inspectors for the City of Milton, Georgia, failed to identify certain defects in the construction of their personal residence. SAFEbuilt Georgia, LLC operates as the outsourced provider of building code inspection services for the City of Milton, which denied all allegations of inference of liability and tendered the claim to SAFEbuilt pursuant to the terms of their contract. In July 2016, SAFEbuilt agreed to defend the claim. SAFEbuilt believes that the issues identified by the Leepers are the result of poor workmanship and/or are not items that would have been discovered while SAFEbuilt was on site to conduct inspections. In September 2016, SAFEbuilt responded to the Leepers' counsel and denied any responsibility. In March 2017, the Leepers presented SAFEbuilt with a settlement demand of approximately \$221,000. SAFEbuilt's insurance carrier has assumed further defense of the matter.
2. Greene v. Felder, et al. On February 24, 2012, SAFEbuilt Carolinas, Inc., acquired certain assets of England Enterprises, Inc. ("England Enterprises"), and assumed certain liabilities of the business. On June 5, 2014, SAFEbuilt Carolinas, Inc., received a summons and complaint, dated May 29, 2014, for a negligence claim relating to facts and circumstances occurring prior to the England Enterprises asset acquisition, alleging that on June 1, 2011, Joel Greene, the plaintiff, contracted with Custom Home Improvements ("CHI") to construct an office. England Enterprises, under a contract with the City of Barnwell (the "City") operated as the City's building official. The plaintiff alleged that the office was improperly constructed and inspected, resulting in damage to the plaintiff, which became apparent on February 4, 2012. Plaintiff sued the City, CHI, England Enterprises (and their affiliates), and SAFEbuilt Carolinas, Inc., "f/k/a England Enterprises" claiming \$148,668.55 in damages. Counsel to SAFEbuilt Carolinas, Inc., contacted the plaintiff's attorney and provided a redacted copy of the asset purchase agreement with England Enterprises showing that any pre-closing liabilities were not assumed by SAFEbuilt Carolinas, Inc., and noting that SAFEbuilt Carolinas, Inc., is not a successor in interest to England Enterprises. SAFEbuilt Carolinas, Inc., also prepared and delivered an indemnification claim notice to England Enterprises and John England on July 1, 2014. A settlement agreement was reached in December 2014, whereby SAFEbuilt was to pay \$10,000 toward the settlement and was dismissed from the case. This became effective in early 2015.
3. Edwards Financial Group, LLC. Investor purchased one residential structure on three lots. The intent was to demolish the one structure and build one home on each of the three lots. When the home on the middle lot was constructed it was built too close to the property line. SAFEbuilt Ohio, LLC is not responsible for setbacks in Bay Village, Ohio. The engineering department is responsible for reviewing the requirements and measuring the setbacks. They City denied the request for variance and required the home to be deconstructed. Edwards Financial Group claimed that the engineering company and SAFEbuilt Ohio are both liable. The issue was resolved in 2016.

Qualifications of the Proposer and Proposer Personnel

Qualifications of the Proposer

Founded in 1992, SAFEbuilt has a proven track record of providing comprehensive Building Department Services for 27 years. While we started by simply providing construction inspection services in Colorado, we have since become a national leader in the industry—establishing municipal partnerships in 24 states. In addition to plan review and inspections service, we now offer full service and supplemental building department operations, code enforcement and arborist services.



As a statewide and national Building Department Services provider, we deliver outstanding solutions to Florida Building Departments. We ensure the highest levels of service, professionalism and responsiveness in the industry. Our team supports and enhances your services with proven best practices, qualified personnel, innovative technology and well-established quality control practices.

During our time in business, we have built and maintained a solid and reliable reputation throughout the Building and Safety community, giving our partners—like the Town—confidence in our ability to successfully deliver services. Many of our customers are very long-term clients, demonstrating both longevity in the industry and conviction that SAFEbuilt is an experienced and valued partner.

Our staff, currently serving your Town, are International Code Council (ICC) certified in their respective disciplines and include Building Official, Plans Examiners, various trade Inspectors, as well as qualified and experienced Permit Technicians. We ensure to continue delivering this team with the right combination of expertise and customer services, guaranteeing your citizens receive the best levels of service.

We use best practices to meet each service requirement, managing projects effectively and efficiently. Our plans examiners and inspectors perform work for all disciplines including, but not limited to electrical, plumbing, mechanical and fire.

Example structures and projects are listed below:

- Hospitals
- Universities and Schools
- Single and Multi-family Dwellings

- Hotels and Resorts
- Historic Buildings
- Libraries
- Industrial
- Fire Stations
- Police Stations
- Regional Shopping Centers
- High-Rise Buildings
- Tenant Improvements

In addition to our experience, we pride ourselves on the exceptional service we deliver. Through our familiarity with the Town, we understand the high level of service your residents expect. Our work with your community affords us the ability to continue delivering the same outstanding service to your citizens. Our goal is to approach each day and every relationship through embodying our core values, as shown below.



SERVICE

We always provide our quality service level to our customers, external and internal.



IMPROVEMENT

We strive to continually improve our understanding how we can do better for you.



RESPECT

We are respectful in the way we interact with everyone.



INTEGRITY

We choose to do the right thing every time.



TEAMWORK

We have an environment where everyone is able to contribute. We encourage and reward creativity and initiative.

Our technical approach begins with the application of our management philosophy. SAFEbuilt utilizes a Project Management Institute (PMI) framework of Plan, Execute, Control, and Optimize (PECO). Successful execution of work requirements starts with a receptive team structure that can anticipate and address resource needs.

For many years, SAFEbuilt has maintained a client satisfaction rating of 97% or higher. There have been no situations in the past five years when the SAFEbuilt team was unable to complete services for a contract. Client satisfaction starts with understanding our clients' needs and customizing programs to meet those specific needs.

SAFEbuilt's licenses, registrations and certifications can be found in the Appendix.

Qualifications of Key Personnel

Below is a list of our key personnel for this project and their responsibilities. Resumes for key personnel can be found in the Appendix. All personnel will serve Longboat Key from the Town Office and have support from SAFEbuilt from our Pinellas County office located at 18001 Gulf Boulevard, Redington Shores, FL 33708.

NAME	RESPONSIBILITIES
Tom Walsh	Project Manager, Primary Contact
Clarence "Bob" Welch	Inspector
Jimmy Strickland	Inspector
Robert Soravilla	Inspector
Phil Sutherland	Building Plans Examiner and Inspector
Bruce Cooper	Building Plans Examiner and Inspector
Robert Kegan	Building Plans Examiner and Inspector, Fire Inspector and Plans Examiner

References

City of Treasure Island, Florida

Project Contact

Paula Cohen, Community Improvement Director
727-547-4575
pcohen@mytreasureisland.org

Team Members:

Neal Mazzei, Certified Building Official; James Reeves, Inspector; Albert Clark, Inspector;

Project Description

We currently assist the City with licensed, qualified staff fulfilling the duties of Building Official, plans review, inspection services and floodplain services

Status: Current Client

Cost: Hourly Rates

City of St. Petersburg, Florida

Project Contact

Donald Tyre, Deputy Building Official
727-893-4153
donald.tyre@stpete.org

Team Members:

Neal Mazzei, Certified Building Official; Gary Rusu, Inspector; Albert Clark, Inspector; Bruce Cooper, Plans Examiner/Inspector

Project Description

SAFEbuilt performs plans review and inspections for the City, including:

- Preliminary Plan Review Consultations
- Building Plan Review, including Building, Plumbing, Mechanical, and Electrical
- Assist applicants in understanding regulations
- Perform plan reviews of revisions to plans previously approved for permit issuance
- Next-Day Inspections
- Attend meetings, as required

Status: Current Client

Cost: Hourly Rates

Polk County, FL

Project Contact

Name: Chandra C. Fredrick, Director, Polk County Building Division

Phone: 863-534-6080

Email: ChandraFrederick@polk-county.net

Team Members:

Cary Ramsay, Inspector; Bob Welch, Inspector; James McGowan, Inspector

Project Description

SAFEbuilt performs plans review and inspections for the County, including:

- Preliminary Plan Review Consultations
- Building Plan Review, including Building, Plumbing, Mechanical, and Electrical
- Assist applicants in understanding regulations
- Perform plan reviews of revisions to plans previously approved for permit issuance
- Next-Day Inspections
- Attend meetings, as required

Status: Current Client

Cost: Hourly Rates

City of North Redington Beach, Florida

Project Contact

William (Bill) Queen, Mayor

727-391-4848

nrb.fl@townofnorthredingtonbeach.com

Team Members:

Bruce Cooper, Certified Building Official; Gary Rusu, Inspector; James Reeves, Inspector; Tracy Campbell, Permit Technician

Project Description,

We provide the following on-time and within budget services for the City, including:

- Certified Building Official
- Building Plan Review, including Plumbing, Mechanical, Electrical, accessibility
- Next-Day Inspection
- Counter Services
- Plan Check Engineers
- Permitting
- Floodplain and CRS Services
- Assist applicants in understanding regulations
- Attend meetings, as required

Status: Current Client

Cost: Hourly Rates

City of Bradenton Beach, Florida

Project Contact

Name: John Chappie, Mayor

Phone: 941-778-1005

Email: mayor@cityofbradentonbeach.com

Team Members:

Steve Gilbert, Building Official

Project Description

SAFEbuilt performs plans review and inspections for the City, including:

- Preliminary Plan Review Consultations
- Building Plan Review, including Building, Plumbing, Mechanical, and Electrical
- Assist applicants in understanding regulations
- Perform plan reviews of revisions to plans previously approved for permit issuance
- Next-Day Inspections
- Attend meetings, as required

Status: Current Client

Cost: Hourly Rates

PERFORMANCE SURVEY QUESTIONNAIRE



TOWN OF LONGBOAT KEY

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

Consultant Information

Client/Reference Information

From: Tom Walsh	To: Paula Cohen
Company: SAFEbuilt	Company: City of Treasure Island
Phone: 407-615-1964	Phone: 727-547-4575
Email: twalsh@safebuilt.com	Email: pcohen@mytreasureisland.org

Services performed: BUILDING OFFICIAL & INSPECTIONS, PLANS REVIEW
Contract / Agreement dates including renewals: JULY 2012 - PRESENT

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1 - 10)	9
2. Ability to communicate with staff and general public	(1 - 10)	8
3. Ability to resolve issues promptly	(1 - 10)	8
4. Ability to follow protocol	(1 - 10)	10
5. Ability to maintain proper documentation	(1 - 10)	8
6. Ability to offer solid recommendations	(1 - 10)	8
7. Had proper resources and personnel by which to provide services	(1 - 10)	8
8. Customer service skills	(1 - 10)	8
9. Overall client satisfaction in plans reviews	(1 - 10)	8
10. Overall client satisfaction in inspection services	(1 - 10)	9

PAULETTE E. COHEN

Printed Name of Reference

Signature of Reference

Michelle Krontz for
Paulette E. Cohen

PERFORMANCE SURVEY QUESTIONNAIRE



TOWN OF LONGBOAT KEY

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

Consultant Information

Client/Reference Information

From: Tom Walsh	To: Donald Tyre
Company: SAFEbuilt	Company: City of St. Petersburg
Phone: 407-615-1964	Phone: 727-893-4153
Email: twalsh@safebuilt.com	Email: donald.tyre@stpete.org

Services performed: Plan Review and Inspection Services

Contract / Agreement dates including renewals: City of Treasure Island Piggyback Contract 3/17/18 to 7/17/2020

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1 – 10)	8
2. Ability to communicate with staff and general public	(1 – 10)	8
3. Ability to resolve issues promptly	(1 – 10)	8
4. Ability to follow protocol	(1 – 10)	8
5. Ability to maintain proper documentation	(1 – 10)	9
6. Ability to offer solid recommendations	(1 – 10)	8
7. Had proper resources and personnel by which to provide services	(1 – 10)	9
8. Customer service skills	(1 – 10)	8
9. Overall client satisfaction in plans reviews	(1 – 10)	8
10. Overall client satisfaction in inspection services	(1 – 10)	8

Donald L. Tyre, Building Official

Printed Name of Reference BU1995

Signature of Reference

BUILDING DIVISION

July 1, 2019

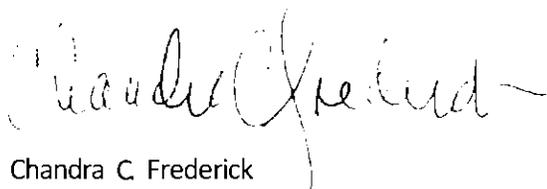
To Whom It May Concern:

Polk County Building Division has had a contract with M.T. Causley, LLC/Safebuilt since July 2018. Upon execution of the agreement, they immediately arranged to meet with us to further discuss our needs and they have been responsive and accommodating ever since. We have primarily used them for long-term assignments and they are extremely flexible.

One of the most important aspects of this partnership is that the staff assigned to us are thorough and professional. It is not unusual for me to receive positive comments from customers about the team members assigned to us from M.T. Causley, LLC/Safebuilt. I do not hesitate in my recommending them for the provision of building code compliance services.

If I can provide additional information, feel free to contact me.

Sincerely,



Chandra C. Frederick
Director, Polk County Building Division

PERFORMANCE SURVEY QUESTIONNAIRE



TOWN OF LONGBOAT KEY

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

Consultant Information

Client/Reference Information

From: Tom Walsh	To: William (Bill) Queen
Company: SAFEbuilt	Company: City of North Redington Beach
Phone: 407-615-1964	Phone: 727-391-4848
Email: twalsh@safebuilt.com	Email: nrb.fl@townofnorthredingtonbeach.com

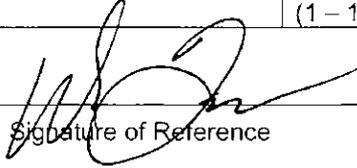
Services performed:
Contract / Agreement dates including renewals:

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1 - 10)	9
2. Ability to communicate with staff and general public	(1 - 10)	9
3. Ability to resolve issues promptly	(1 - 10)	10
4. Ability to follow protocol	(1 - 10)	9
5. Ability to maintain proper documentation	(1 - 10)	10
6. Ability to offer solid recommendations	(1 - 10)	10
7. Had proper resources and personnel by which to provide services	(1 - 10)	9
8. Customer service skills	(1 - 10)	9
9. Overall client satisfaction in plans reviews	(1 - 10)	9
10. Overall client satisfaction in inspection services	(1 - 10)	9

WILLIAM QUEEN
Printed Name of Reference


Signature of Reference

PERFORMANCE SURVEY QUESTIONNAIRE



TOWN OF LONGBOAT KEY

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

Consultant Information

Client/Reference Information

From: Tom Walsh	To: Bill Palmer
Company: SAFEbuilt	Company: City of St. Pete Beach
Phone: 407-615-1964	Phone: 727-363-9276
Email: twalsh@safebuilt.com	Email: bpalmer@stpetebeach.org

Services performed: BUILDING INSPECTIONS
Contract / Agreement dates including renewals:

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1 – 10)	10
2. Ability to communicate with staff and general public	(1 – 10)	10
3. Ability to resolve issues promptly	(1 – 10)	10
4. Ability to follow protocol	(1 – 10)	10
5. Ability to maintain proper documentation	(1 – 10)	10
6. Ability to offer solid recommendations	(1 – 10)	10
7. Had proper resources and personnel by which to provide services	(1 – 10)	10
8. Customer service skills	(1 – 10)	10
9. Overall client satisfaction in plans reviews	(1 – 10)	10
10. Overall client satisfaction in inspection services	(1 – 10)	10

WILLIAM PALMER

Printed Name of Reference

Signature of Reference

Approach & Methodology to Provide Services

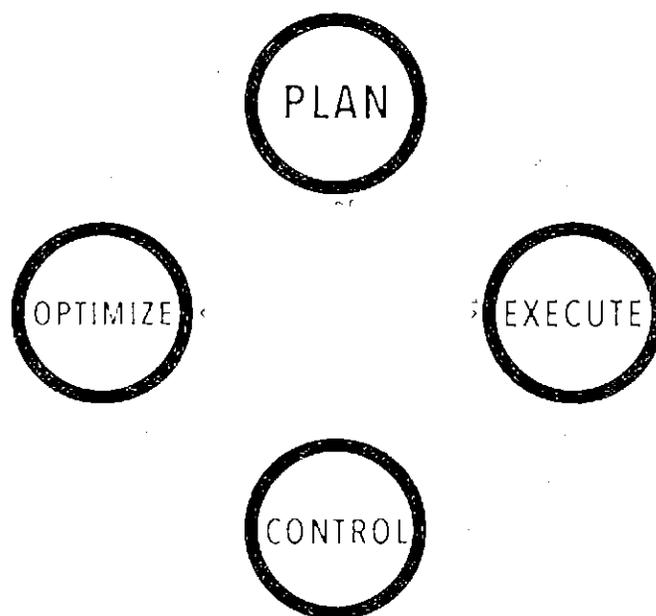
Close coordination and frequent communication are critical to successfully managing fluctuating workloads. SAFEbuilt's long-standing practice of partnering with Town staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunication and minor mishaps.

Project Management Plan

Our Contract Management Plan begins with the application of our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework, illustrated below, is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the SAFEbuilt team delivers a contract management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. Our support at the Town Longboat Key requires a methodology to efficiently operate and maintain all areas of service. The SAFEbuilt team's methodology is structured to streamline our resources used and provide responsive services. Successful execution of Building Plan Review and Inspection services starts with a responsive team structure that can anticipate and address resource needs.

Through utilizing our CommunityCore, we provide reporting on performance, permits issued, Inspector reports, building permits, building plan review, building inspections, LDP plan review, LDP inspections, and any additional requests the Town may need. Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process. Our Project Manager will ensure overall project performance and completion, while our Building Official will manage the day-to-day business of providing excellent services to complete each work order.



Monthly Contract Status Reports by Work Order

SAFEbuilt's Project Manager produces a schedule and budget, then generates a report measuring our progress against that schedule. Furthermore, he provides information that measures percent of budget that has been expended, as well as where the budget is being spent. These reports are supplied monthly. Comparing the work accomplished with schedule activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

All Contract-Related Correspondence

SAFEbuilt agrees to participate in all required coordination meetings. Our team works to coordinate meetings, when requested by the Town, if Town staff feel it will result in better communication and streamlined workflow. This may include all stakeholders involved in projects to discuss and develop plans.

Working with Town Staff

From the start, we work hard to build trust with Town staff and establish strong working relationships. We believe that clear consistent communication is key to a successful working relationship between SAFEbuilt and Town staff. Our Project Manger, Tom Walsh, is available to discuss projects, schedules, and concerns. He will provide regular interface to keep Town staff aware of progress and any suggested changes moving forward. Similarly, the meetings will give the Town a chance to provide feedback to us and determine other efforts to make certain the right information is getting to the right people.

Partnership and cooperation are also key. By partnering with Town staff, we can better understand and meet your unique needs. Once the partnership is established, our aim is to serve as a seamless extension of Town staff.

Methodology

Approach to Scope of Services

During plan reviews, all disciplines work as a team on each project. The Plan Review Manager oversees all reviews, consults with SAFEbuilt and Town staff as needed, and performs spot checks for quality control. Target times and maximum completion times are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines as listed in the contract. The best-qualified reviewers are chosen based on the requirements and complexity of the plan review, including specialists for architectural, structural, mechanical, plumbing, electrical, accessibility, gas, fire and energy.

Below is a more detailed description of our Plan Review process for commercial, industrial and complex residential projects.

Plan Review Project Approach

Our proposed team familiarizes themselves with the Town's requirements before beginning a review. SAFEbuilt has extensive public-sector experience, which assures the public's interests are fully protected. We devote time and effort to refine our approach and develop documentation to assist our clients and train our staff in understanding plan review procedures.

For ease of plan review transmittal, the Town or the applicant may submit paper plans, compact disc, or flash drive by courier. If the Town is amenable, time delays associated with shipping plans may be decreased in future by using a digital submission system. Our process is designed not only for the Town's convenience, but also for designers and permit applicants.

Our team familiarizes themselves with the Town's requirements before beginning a plan check, inspection or permitting. We know that technical competence, while expected, is not enough. Experience together with careful and thorough consideration of issues and impacts are critical as well. We devote time and effort to refine our approach and develop documentation that assists our clients and trains our staff in understanding Town procedures, requirements and codes. Taking these steps early ensures that we perform tasks efficiently and have the skills to make appropriate interpretations and suggest alternatives to reach compliance with applicable codes.

SAFEbuilt ensures submittals are properly coordinated and tracked by following an established internal plan check process in which each plan is entered into our database, processed and returned to the client on time. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this, we:

- Screen and log each application to ensure timely routing to all plan reviewers.
- Review submittals for compliance with all relevant state and Town requirements. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Conduct plan reviews in accordance with local, state and federal regulations, as well as all codes and ordinances in effect.
- Conduct pre-submittal and design discussion meetings with the applicant, upon request, to provide assistance and guidance in the design, plans preparation and review process.

- Verify information shown on each permit application. Construction valuation is based on information provided by the Town and compared to estimates provided by the applicant.
- Conduct inspections and enforce the Town's Ordinances, applicable State codes, and FEMA regulations.
- Review and maintain all records required by FEMA in association with the processing of building permits in the format required by FEMA.
- Comply with all requirements for state and federal funding and for state or federal reimbursement.
- Provide plan review management.
- Deliver corrections within established timeframes as succinctly and clearly as possible. All corrections are identified based on compliance with specified codes and regulations, and refer to specific plan sheet numbers and code sections where applicable.
- Plan review comment letters are detailed and specific.
- Conduct and coordinate all communications with the Building Official, or the building Official's designated staff. Only communicating directly with, and guiding applicant when Town has deemed necessary.
- Send a copy of the plan review comments to the designer of record by email and responds to designer questions by email or phone within one business day.
- Recheck plans after the applicant makes corrections.
- Review and recheck field changed and deferred submittals.
- Provide additional rechecks and reviews on the project, as needed.

The Town approves the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the Town along with a cover memo containing at a minimum, the following:

- The date(s) plans were received and reviewed by SAFEbuilt.
- The date(s) the applicant was notified of completed plan reviews.
- The name and telephone number of the applicant.

In addition, we will attend required meetings at the Town's request. SAFEbuilt will be available within one business day to respond to questions from the Town that may be generated during a field inspection.

SAFEbuilt also has the full capacity to provide electronic plan review services and will provide a live demonstration of the service for evaluation by the Town.

Inspections Services

SAFEbuilt will provide all necessary building, building roofing, plumbing, fuel gas, electrical, mechanical, inspections services. Our staff approach the inspection process from an educational and informative perspective in order to create the best customer experience. Inspections can be requested by traditional methods of phone, email, or fax; which are then handled promptly and professionally. Applicants will be notified, in writing, at the time of inspection by our inspection staff. All inspections are tracked by permit number, type, and trade. Each trade inspector enters his or her own results into the reporting software at the time of inspection. Each inspector can attach external reports, pictures, or documents to the inspection. Inspectors are capable of resulting inspections in the field and can email applicants when email addresses are provided.

Quality Control

Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk.

To ensure quality, SAFEbuilt uses a Quality Control and Assurance (QC&A) program where our Plan Review Manager, performs random quality evaluations of our staff throughout the year. In addition, our highly credentialed full-time staff of plan review engineers, inspectors, supervisors,

and managers all work in our one office. This allows us to maintain a high level of quality control, along with the ability to have supervisors immediately available to resolve any issues that may arise. SAFEbuilt's QC&A activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters and other items to ensure consistency and client satisfaction.
- Our Plan Review Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of others' plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- Project Lead conducts periodic check-ins with municipal clients for feedback on satisfaction with work performed and services provided.
- SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve municipal client and applicant satisfaction, work performed, and services provided, as necessary.

Given SAFEbuilt's comprehensive proactive approach to management and plan review, the probability of risk is low. As part of our QC&A process, we ensure that SAFEbuilt standards are met by acting and thinking ahead of anticipated events. We involve the Town in the entire process to maintain transparency.

In addition, to the routing and tracking systems used for plan review, staff receive training on a regular basis to stay up-to-date on current codes, ordinances, amendments and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

To further mitigate risk, we follow an iterative process comprised of planning implementation and progress monitoring. The steps are shown at right.

Our plan for program success is to eliminate or reduce the risks identified by the process described above. This may be achieved by adjustments in technical steps and schedule. If necessary, the next step is minimizing the likelihood and impact of risk. It is unlikely for risk to reach this level, yet we are prepared to implement additional mitigation strategies, such as switching out staff, reviewing best practices, adjusting schedules, and increasing the frequency of peer review.

Emergency Response

When emergency events take place, they can deliver devastating blows to communities, resulting in the need for complex disaster response and recovery efforts. SAFEbuilt provides specialized services designed to support all facets of intermediate and long-term recovery efforts. Our approach enhances a community's capability to protect human lives and property, restore services, and build long-term community sustainability. Each staff member is a professional that is familiar with emergency situations and have vowed to uphold life safety as a top priority for every community which we serve. Most emergencies either occur or run into after-hours situations. CGA will be onsite alongside and in cooperation with Town Staff during any emergency situation. These services include:

1. Working with the Town during post disaster (natural or man-made) recovery to restore the Comprehensive Building Code Services pursuant to the Florida Building Code and executive orders of the Governor or Town Manager. After we have restored our department to fully operational status, we are willing to assist the Town in other areas, as requested;
2. Providing personnel in each of the disciplines to respond within one (1) hour (24/7/365) to such emergencies; and
3. Providing personnel for each discipline with the ability to perform after-hours inspections at the after-hours rate listed within our bid pricing.

Experience and Qualifications of Proposed Team

With our decades of experience, SAFEbuilt has experienced staff with the necessary licenses and certifications to meet the Town's needs. We have completed a wide variety of supplemental building plan review and inspection projects in Florida and are staffed to accommodate all the Town's requirements.

SAFEbuilt's staff consists of a team of industry professionals who provide communities with consistent and responsive customer service every day. We approach our work with pride and professionalism, getting the job done the right way, day in and day out. SAFEbuilt provides:

- Certified Plans Examiners
- Certified Inspectors

Organizational Capacity to Provide Services

SAFEbuilt now serves dozens locations in Florida. The workload of SAFEbuilt personnel for the Town are profiled in the Schedule of Timeframe and Availability to Service matrix in the Appendix. Current workload across the board for SAFEbuilt is around 85% and we will seek to utilize personnel with Longboat Key as close to 10% as possible.

There is no problem increasing or decreasing service as work demand fluctuates. Even under a massive demand increase, SAFEbuilt has the ability to move personnel from other locations in order to assist the Town's efforts. This is especially important for large scale, specialized projects and for post disaster situations.

Safebuilt is committed to the timeframe given in this proposal of one day for most inspections and five days for most plan reviews. Once the selection and agreement of hours and number of people is determined in conjunction with Longboat Key, the focus for assigned personnel will be on Longboat Key as their primary or sole client.

SAFEbuilt Florida Contracts		
City of Anna Maria City of Belleview	City of Altamonte Springs City of Boca Raton	Town of Bellaire City of Bradenton Beach
Brevard County Schools City of Chiefland	City of Bronson City of Clermont	City of Cedar Key City of Cooper City
City of Coral Gables City of Dade City	City of Coral Springs County of Dade	City of Crescent City City of Dania Beach
Town of Davie City of Dunedin	City of Deerfield Beach City of Dunnellon	City of Delray Beach Village of Estero
City of Eustis City of Fellsmere	City of Fanning Springs City of Florida City	FEDEQ DV004, LLC City of Fort Lauderdale
City of Greenacres City of Homestead	City of Gulfport County of Indian River	City of Hallandale Beach Town of Indian River Shores
Town of Inglis Town of Jupiter	City of Inverness Town of Juno Beach	Islamorada, Village of Islands Town of Lady Lake
City of Lakeland Town of Longboat Key	City of Lake Worth Town of Medley	City of Largo Town of Melbourne Beach
City of Miami Gardens Village of North Palm Beach	City of Minneola Town of North Redington Beach	County of Monroe County of Okeechobee
Town of Orchid County of Osceola	Orange County City of Palm Bay	Orange County Public Schools County of Palm Beach
Palm Beach Shores County of Pinellas	City of Pembroke Pines County of Polk	Town of Pierson Town of Redington
Village of Royal Palm Beach City of St Cloud	City of Sebastian City of St. Petersburg	Seminole Tribe of Florida City of Tallahassee
City of Tarpon Springs Village of Wellington	City of Treasure Island City of West Palm Beach	Town of Welaka City of Williston
Yankeetown		

EXHIBIT 1

SCHEDULE OF TIMEFRAME MATRIX

Town Services will be requested on an as-needed basis. The Plan Review & Inspection Services timeframes listed below shall be listed in business days and shall begin upon receipt of a notice to proceed issued from the Town.

The Plan Review Services timeframe shall result in either the recommendation of the issuance of the permit or the issuance of comments/requested information.

Proposers shall complete this matrix and submit under Tab 5 in the Proposer's proposal.

PLAN REVIEW SERVICES	
PERMIT TYPE	COMPLETION
Minor Residential	5 days
Major Residential	5 days
Single-Family Home (new construction)	5 days
Single-Family Home (major modification)	5 days
Minor Commercial	10 days
Major Commercial	15 days

INSPECTION SERVICES	
PERMIT TYPE	COMPLETION
Minor Residential	By next working day
Major Residential	By next working day
Single-Family Home (new construction)	By next working day
Single-Family Home (major modification)	By next working day
Minor Commercial	By next working day
Major Commercial	By next working day

OTHER SERVICES	
TYPE	COMPLETION
Return of Phone Calls	Within <u> 8 </u> Hours
Reporting	Within <u> 8 </u> Hours

Fee Schedule

EXHIBIT 3 FEE SCHEDULE

Proposers shall provide an inclusive hourly rate for all services.

Proposers shall complete this Fee Schedule and submit under Tab 6 in the Proposer's proposal.

Position	Hourly Rates		
	Standard	After 5:00 P.M. and Saturdays	Sundays and Town Holidays
Florida Licensed Residential Plan Reviewer	\$100.00	\$130.00	\$150.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	\$100.00	\$130.00	\$150.00
Florida Licensed Residential Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Commercial Inspector	\$100.00	\$130.00	\$150.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	\$100.00	\$130.00	\$150.00
Florida Licensed Plumbing Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Electrical Inspector	\$95.00	\$125.00	\$140.00
Permit Technician	\$65.00	\$95.00	\$97.50
Florida Licensed Residential Inspector	\$100.00	\$130.00	\$150.00
Florida Licensed Commercial Inspector	\$100.00	\$130.00	\$150.00
Florida Licensed Plumbing Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Electrical Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Damage Assessment	\$95.00	\$125.00	\$140.00

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the Contractor(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the Contractor(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the Contractor(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit 4, Reimbursable Cost Schedule.

Forms

TOWN OF LONGBOAT KEY FLORIDA
RFP # 19-060, BUILDING PLANS REVIEW AND INSPECTION SERVICES
SUBMITTED PROPOSAL FORM

The undersigned proposer declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The proposer understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned proposer represents that the proposer accepts, and that this proposal complies with, the RFP Documents; that proposer has carefully examined the RFP Documents for the designated Services. Proposer affirms that proposer has carefully examined the location of the designated Services and, from its own investigations, is satisfied as to the nature and location of the Services, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the Services, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the Services or its performance.

The undersigned proposer proposes, and agrees if this proposal is accepted, that it will contract with the Town to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, proposer must disclose with proposal the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Proposer must disclose on an attachment (provided by proposer) entitled "Submitted Bid Conflict of Interest" the name of any Town employee who owns, directly or indirectly, a five percent (5%) or more interest in the proposer's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents proposer's certification of no such employee.

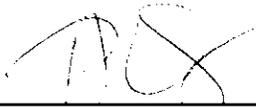
Proposer acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
<u>1</u>	<u>June 26, 2019</u>	_____	_____
<u>2</u>	<u>July 2, 2019</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned proposer understands that the Town reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, proposer agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned proposer acknowledges that services to be performed shall conform to all Town codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, begin at 8:00 a.m. and run through 5:00 p.m. Monday through Saturday in accordance with Town Code, Chapter 130.



(Signature of Proposer)

Tom Wilkas, CFO

(Typed name of Proposer)

Doing Business As: SAFEbuilt, LLC

Business Address: 18001 Gulf Boulevard

City: Redington Shores State: FL Zip: 33708

Phone: 1-866-977-4111 Fax: 877-203-2704

Email: TWilkas@safebuilt.com

PUBLIC ENTITY CRIMES
FORM
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Longboat Key
[print name of public entity]

by Tom Wilkas, CFO
[print individual's name and title]

For SAFEbuilt, LLC
[print name of entity submitting sworn statement]

whose business address is: 18001 Gulf Boulevard

City, State and Zip Redington Shores, FL 33708

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5281363

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

Date: July 15, 2019

STATE OF Colorado
COUNTY OF Larimer

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Tom Wulkas who, after first being sworn by me, affixed his/her signature in the space provided above on this 15 day of July, 2019.

[Signature]
NOTARY PUBLIC

My commission expires: 20154016455

AMANDA GILLIAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154016455
MY COMMISSION EXPIRES APRIL 27, 2023

FORM OF AFFIDAVIT WHERE PROPOSER IS A CORPORATION
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF Colorado COUNTY OF Carimer

Tom Wilkas, being duly sworn, deposes and says: I am Chief Financial Officer of SAFEbuilt, LLC, the

corporation described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

PROPOSER:

SAFEbuilt, LLC
Print or Type Name of Entity

By: [Signature]
Signature

Tom Wilkas
Print or Type Name

Date: July 15, 2019

The foregoing instrument was acknowledged before me this 15 day of July, 2019, by Tom Wilkas (name of officer or agent, title of officer or agent) of SAFEbuilt, LLC (name of corporation acknowledging) a Colorado LLC (state or place of incorporation), on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY:
Amanda Gilliam
Signature of Notary
Amanda Gilliam
Print or Type Name of Notary

AMANDA GILLIAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164016456
MY COMMISSION EXPIRES APRIL 27, 2023

20154016456
Commission Number

Commission expires: 4/27/23

FORM OF AFFIDAVIT WHERE PROPOSER IS A PARTNERSHIP OR JOINT VENTURE
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am a
general/limited (strike one) partner in _____, a

General/Limited Partnership or Joint Venture (strike one), described in and which executed the foregoing
bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that
authorization, and that the several matters therein stated are in all respects true.

PROPOSER:

Print or Type Name of Entity

By: _____
Signature

Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2015, by _____ (name of
acknowledging partner or agent) partner(s) agent(s) on behalf of

(name of partnership). He/she is personally known to me or has produced _____ as
identification and who did (did not) take an oath.

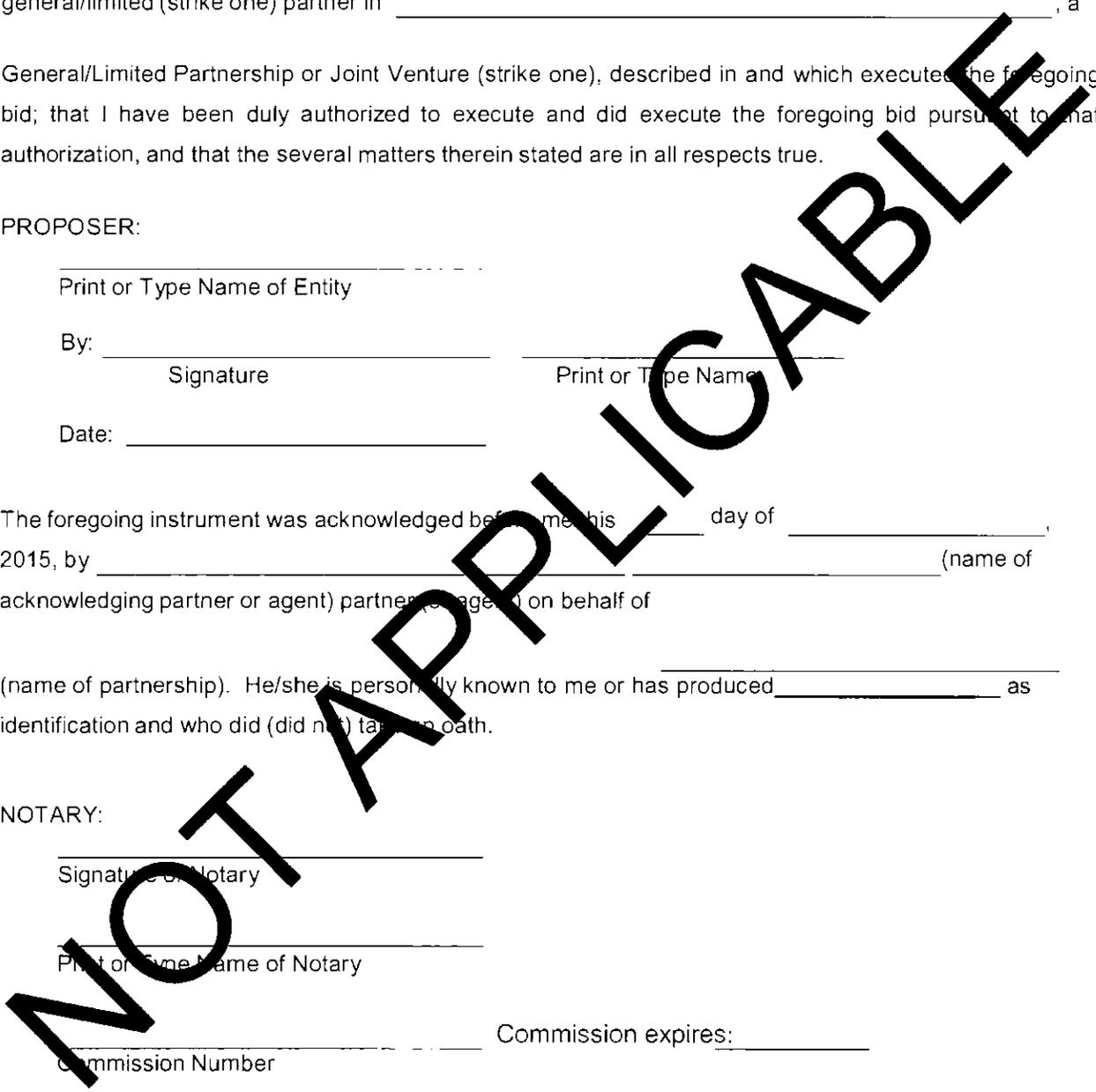
NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires: _____



FORM OF AFFIDAVIT WHERE PROPOSER IS A SOLE PROPRIETOR/INDIVIDUAL
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am the sole proprietor/individual doing _____, the proposer described business as _____ in _____

the foregoing bid and who executed the foregoing bid and that the several matters therein stated are in all respects true.

PROPOSER:

Print or Type Name of Entity

By: _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____. He/she is personally known to me or produced _____ has his identification and who did (did not) take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires: _____

NOT APPLICABLE

DRUG FREE WORKPLACE CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

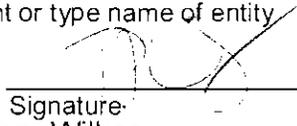
As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

PROPOSER:

SAFEbuilt, LLC

Print or type name of entity

By:


Signature

Tom Wilkas

Print or type name

Chief Financial Officer

Print or type title

July 15, 2019

Date

DRUG FREE WORKPLACE CERTIFICATION
(continued)
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

State of Colorado County of LaSalle

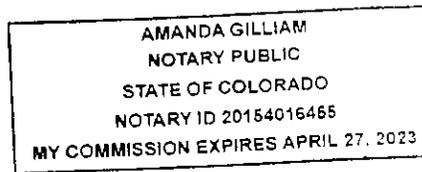
The foregoing instrument was acknowledged before me this 15 day of July, 2019, by Tom Wilkas, who is personally known to me or has produced _____, as identification and who did (did not) take an oath and who

acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC: Amanda Gilliam

Typed Name: Amanda Gilliam

Commission Expires: 4-27-23



EQUAL EMPLOYMENT OPPORTUNITY
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

The Town of Longboat Key is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11346 as amended, you are advised that under the provisions of government contracting, Contractors and Subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F. R. 12319-15). Any proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.



(Signature of Proposer)

Tom Wilkas, CFO

(Typed name of proposer)

Phone # 866-977-4111 Fax # 877-203-2704 e-mail TWilkas@safebuilt.com
Address: 18001 Gulf Boulevard, Redington Shores, FL 33708

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause: YES X NO ___
2. Compliance Reports were required to be filed in connection with such contract or subcontract: YES ___ NO X

If YES, state what reports were filed and with what agency.

3. Proposer has filed all compliance reports due under applicable instructions:
YES X NO ___



**TOWN OF
LONGBOAT KEY**
INCORPORATED NOVEMBER 14, 1955

Kari L. Kennedy, CPPB
Purchasing Manager
501 Bay Isles Road
Longboat Key, FL 34228-3196
(941) 316-1943
Kkennedy@Longboatkey.org

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION

SERVICES ADDENDUM #1

Subject: QUESTIONS AND ANSWERS

Date: June 26, 2019

ALL CONTRACTORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH THE PROPOSAL.

Contractors are hereby notified that this Addendum shall become part of the submitted proposal and the subsequent documents, if applicable.

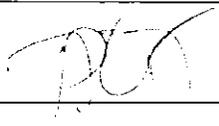
The following items are issued to add to, modify, and clarify the RFP and all associated documents. Proposals shall conform to the additions and revisions listed herein. These items shall have full force and effect as the RFP and all associated documents.

Contractor Name: SAFEbuilt, LLC

Address: 18001 Gulf Boulevard, Redington Shores, FL 33708

Phone Number: 866-977-4111

Email: TWilkas@safebuilt.com

Authorized Signature: 

Printed Authorized Name: Tom Wilkas

QUESTIONS AND ANSWERS

Question 1: We would like to ask who the incumbents are for this contract and what the current rates are.

Answer 1: See attached rate schedules.

FLORIDA MUNICIPAL SERVICES

B

EXHIBIT FEE SCHEDULE

Proposers shall provide an inclusive hourly rate for all services.

Proposers shall complete this Fee Schedule and submit under Tab 6 in the Proposer's proposal.

SERVICE (as needed, on-call basis, excluding natural disaster)	STANDARD HOURLY RATE	AFTER 6PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Plan Reviewer	\$67.50	\$101.25	\$135.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	\$72.50	\$108.75	\$145.00
Florida Licensed Residential Inspector	\$62.50	\$93.75	\$125.00
Florida Licensed Commercial Inspector	\$62.50	\$93.75	\$125.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	\$62.50	\$93.75	\$125.00
Florida Licensed Plumbing Inspector	\$62.50	\$93.75	\$125.00
Florida Licensed Electrical Inspector	\$62.50	\$93.75	\$125.00
Permit Technician	\$38.00	\$57.00	\$76.00

SERVICE (as needed, on-call basis, FOR natural disaster)	STANDARD HOURLY RATE	AFTER 6PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Inspector	\$70.00	\$105.00	\$140.00
Florida Licensed Commercial Inspector	\$70.00	\$105.00	\$140.00
Florida Licensed Plumbing Inspector	\$70.00	\$105.00	\$140.00
Florida Licensed Electrical Inspector	\$70.00	\$105.00	\$140.00
Florida Licensed Damage Assessment	\$70.00	\$105.00	\$140.00

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the awarded Proposer(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the awarded Proposer(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the awarded Proposer(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit 4, Reimbursable Cost Schedule.

JOE PAYNE

**EXHIBIT 3
FEE SCHEDULE**

Proposers shall provide an inclusive hourly rate for all services.

Proposers shall complete this Fee Schedule and submit under Tab 6 in the Proposer's proposal

SERVICE (as needed, on-call basis, excluding natural disaster)	STANDARD HOURLY RATE (1)	AFTER 5PM AND SATURDAYS HOURLY RATE (2)	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE (3)
Florida Licensed Residential Plan Reviewer	\$52.50	\$58.50	\$58.50
Florida Licensed Multi-Family and Commercial Plan Reviewer	52.50	58.50	58.50
Florida Licensed Residential Inspector	49.88	58.50	58.50
Florida Licensed Commercial Inspector	49.88	58.50	58.50
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	52.50	58.50	58.50
Florida Licensed Plumbing Inspector	49.88	58.50	58.50
Florida Licensed Electrical Inspector	49.88	58.50	58.50
Permit Technician	35.00	52.50	52.50

SERVICE (as needed, on-call basis, FOR natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Inspector	58.50	58.50	58.50
Florida Licensed Commercial Inspector	58.50	58.50	58.50
Florida Licensed Plumbing Inspector	58.50	58.50	58.50
Florida Licensed Electrical Inspector	58.50	58.50	58.50
Florida Licensed Damage Assessment	58.50	58.50	58.50

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the awarded Proposer(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the awarded Proposer(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the awarded Proposer(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit 4, Reimbursable Cost Schedule

SAFEbuilt

**EXHIBIT 3
FEE SCHEDULE**

Proposers shall provide an inclusive hourly rate for all services.

Proposers shall complete this Fee Schedule and submit under Tab 6 in the Proposer's proposal.

SERVICE (as needed, on-call basis, excluding natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Plan Reviewer	64.00	75.00	75.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	64.00	75.00	75.00
Florida Licensed Residential Inspector	64.00	75.00	75.00
Florida Licensed Commercial Inspector	64.00	75.00	75.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	64.00	75.00	75.00
Florida Licensed Plumbing Inspector	64.00	75.00	75.00
Florida Licensed Electrical Inspector	64.00	75.00	75.00
Permit Technician	37.00	46.00	46.00

SERVICE (as needed, on-call basis, FOR natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Inspector	64.00	75.00	75.00
Florida Licensed Commercial Inspector	64.00	75.00	75.00
Florida Licensed Plumbing Inspector	64.00	75.00	75.00
Florida Licensed Electrical Inspector	64.00	75.00	75.00
Florida Licensed Damage Assessment	75.00	84.00	84.00

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the awarded Proposer(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the awarded Proposer(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the awarded Proposer(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit 4, Reimbursable Cost Schedule.

SOUTH FLORIDA BUILDING INSPECTIONS
EXHIBIT B TO
PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE

Proposers shall provide an inclusive hourly rate for all services.

SERVICE (as needed, on-call basis, excluding natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Plan Reviewer	\$75	\$87.50	\$87.50
Florida Licensed Multi-Family and Commercial Plan Reviewer	\$75	\$87.50	\$87.50
Florida Licensed Residential Inspector	\$75	\$87.50	\$87.50
Florida Licensed Commercial Inspector	\$75	\$87.50	\$87.50
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	\$75	\$87.50	\$87.50
Florida Licensed Plumbing Inspector	\$75	\$87.50	\$87.50
Florida Licensed Electrical Inspector	\$75	\$87.50	\$87.50
Permit Technician	\$38	\$47.50	\$47.50
Florida Licensed Professional Engineer	\$140	\$180	\$180

SERVICE (as needed, on-call basis, FOR natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Inspector	\$75	\$87.50	\$87.50
Florida Licensed Commercial Inspector	\$75	\$87.50	\$87.50
Florida Licensed Plumbing Inspector	\$75	\$87.50	\$87.50
Florida Licensed Electrical Inspector	\$75	\$87.50	\$87.50
Florida Licensed Professional Engineer Florida Licensed Damage Assessment	\$140	\$180	\$180

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the awarded Proposer(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the awarded Proposer(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the awarded Proposer(s), who, in turn will be responsible for payments to their sub-contractors.

UNIVERSAL ENGINEERING SCIENCES

EXHIBIT ^B FEE SCHEDULE

Proposers shall provide an inclusive hourly rate for all services.

SERVICE (as needed, on-call basis, excluding natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Plan Reviewer	\$77.50	\$115.00	\$115.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	\$77.50	\$115.00	\$115.00
Florida Licensed Residential Inspector	\$77.50	\$115.00	\$115.00
Florida Licensed Commercial Inspector	\$82.50	\$115.00	\$115.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	\$85.00	\$115.00	\$115.00
Florida Licensed Plumbing Inspector	\$77.50	\$115.00	\$115.00
Florida Licensed Electrical Inspector	\$77.50	\$115.00	\$115.00
Permit Technician	\$45.00	\$70.00	\$70.00

SERVICE (as needed, on-call basis, FOR natural disaster)	STANDARD HOURLY RATE	AFTER 5PM AND SATURDAYS HOURLY RATE	SUNDAYS AND TOWN HOLIDAYS HOURLY RATE
Florida Licensed Residential Inspector	\$77.50	\$115.00	\$115.00
Florida Licensed Commercial Inspector	\$82.50	\$115.00	\$115.00
Florida Licensed Plumbing Inspector	\$77.50	\$115.00	\$115.00
Florida Licensed Electrical Inspector	\$77.50	\$115.00	\$115.00
Florida Licensed Damage Assessment	\$145.00	\$175.00	\$175.00

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the awarded Proposer(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the awarded Proposer(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the awarded Proposer(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit ^B Reimbursable Cost Schedule.



TOWN OF LONGBOAT KEY

INCORPORATED NOVEMBER 14, 1955

Kari L. Kennedy, CPPB
Purchasing Manager
501 Bay Isles Road
Longboat Key, FL 34228-3196
(941) 316-1943
Kkennedy@Longboatkey.org

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

ADDENDUM #2

Subject: Questions and Answers

Date: July 2, 2019

ALL CONTRACTORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH THE PROPOSAL.

Contractors are hereby notified that this Addendum shall become part of the submitted proposal and the subsequent documents, if applicable.

The following items are issued to add to, modify, and clarify the RFP and all associated documents. Proposals shall conform to the additions and revisions listed herein. These items shall have full force and effect as the RFP and all associated documents.

Contractor Name: SAFEbuilt, LLC

Address: 18001 Gulf Boulevard, Redington Shores, FL 33708

Phone Number: 866-977-4111

Email: TWilkas@safebuilt.com

Authorized Signature: 

Printed Authorized Name: Tom Wilkas

Question 1: On page 11 section B, it says to include a matrix of key personnel as well resumes and copies of certifications. It also says that this section has a 2 page maximum. With this in mind, can we include the resumes and copies of certification in the Appendix section?

Answer 1: This will be fine.

Question 2: Is there a sample agreement or contract terms & conditions that includes legal liability language available to review? We would like to run that information by our legal department prior to submitting our proposal for these services.

Answer 2: Standard language in our contracts is provided below; this is excerpted from a recent contract for Special Magistrate services. Bidders should understand that the final contract may have different language when finalized.

SECTION 9.0 INDEMNIFICATION AND LIABILITY

9.1 *The Attorney's position as the Town Special Magistrate constitutes an "office" for purposes of Article II, section 5(a), Florida Constitution, and the Special Magistrate shall be extended general liability coverage commensurate with the coverage provided to other officers and employees of the Town acting within the course and scope of their duties.*

9.2 *Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.*

SECTION 10.0 - MISCELLANEOUS

10.1 *No assignment by either party to this Agreement of any rights under or interests in this Agreement 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 any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.*

10.2 *The Attorney binds itself, its heirs, partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.*

10.3 *The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida.*

10.4 *This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.*

10.5 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.6 Any provision or part of this Agreement 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 the Town and the Attorney, who agree that this Agreement 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.

Appendix

TOM WALSH

Regional Operations
Manager

Thomas Walsh joined SAFEbuilt in 2015 as our Regional Building Department Manager. Prior to joining the SAFEbuilt team, Tom worked as a Building Official/Floodplain Manager for the City of Novi, MI, and worked in various building department positions for the Township of West Bloomfield, MI, for twenty years. Tom brings over twenty years of industry knowledge to the SAFEbuilt team, having significant experience across the multiple fields in the building department industry.

ICC CERTIFICATIONS

Building Plans Examiner
Commercial Building Inspector

PROFESSIONAL AFFILIATIONS

Building Officials Association of Florida
International Code Council, Active Voting Member
National Institute of Building Sciences
The Association of State Floodplain Managers

WORK EXPERIENCE

- Regional Operations Manager, SAFEbuilt FL, 2017 to Present
- Building Official/Floodplain Manager, City of Novi, MI, 2013 to 2015
- Community Development Director/Building Official, West Bloomfield, MI, 2009 to 2013
- Assistant Building Director/Zoning Administrator, West Bloomfield, MI, 1999 to 2009
- Plans Reviewer/Building Inspector, West Bloomfield, MI, 1993 to 1999

CLARENCE B. WELCH

Building Code
Administrator, 1 & 2 Family
Dwelling, Commercial
Electrical, Mechanical &
Plumbing Plans Examiner
25 + Years Experience

EDUCATION

Kent State University
Wright State University

STATE OF FLORIDA

LICENSES

Building Code Administrator,
BU1049
Standard Plans Examiner, PX1672
Standard Inspector, BN3710

Mr. Welch comes with more than 25 years of experience in the construction industry. Mr. Welch has extensive experience in review of architectural plans compliance with Florida Building Codes and local ordinances for commercial and residential existing and new construction. For more than 10 years, Mr. Welch has been dedicated to building code enforcement conducting technical field inspections of new and existing building construction, assuring work conforms to all applicable building codes.

CERTIFICATIONS

Certified Building Official by the Council of American Officials, #1643
ASFPM Certified Floodplain Manager

MUNICIPAL EXPERIENCE

- Town of Redington Beach, Redington Beach, FL – Building Official
- Town of North Redington Beach, North Redington Beach, FL – Building Official
- City of Anna Maria, Anna Maria, FL – Building Official, Plans Examiner and Inspector, Flood Plain Manager
- City of Bradenton Beach, Bradenton Beach, FL – Chief Code Enforcement Officer
- City of Boca Raton, Boca Raton, FL – Electrical Inspector
- City of Lake Wales, Lake Wales, FL – Plans Examiner & Inspector
- City of Marathon, Marathon, FL – Building Official
- Pasco County, Dade City, FL – Inspector
- City of Oldsmar, Oldsmar, FL – Building Official
- Manatee County, Bradenton, FL –
 - Planning and Development Departments: Plans Examiner & Inspector
 - Facilities Management Department: Construction Coordinator and Expediter

Licensee Details

Licensee Information

Name: **WELCH, CLARENCE BOB JR (Primary Name)**

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU1049**

Status: **Current,Active**

Licensure Date: **12/07/1999**

Expires: **11/30/2019**

Special Qualifications **Qualification Effective**

Standard

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX1672**

Status: **Current,Active**

Licensure Date: **12/07/1999**

Expires: **11/30/2019**

Special Qualifications **Qualification Effective**

Mechanical

Plumbing

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN3710**

Status: **Current,Active**

Licensure Date: **12/07/1999**

Expires: **11/30/2019**

Special Qualifications **Qualification Effective**

Commercial Electric

1&2 Family Dw

Mechanical

Plumbing

JIMMY STRICKLAND

Building Official, Building,
Electrical, Mechanical,
Plumbing, and 1 & 2 Family
Dwelling Inspector
25 + Years Experience

EDUCATION

State Technical Institute of
Memphis

STATE OF FLORIDA LICENSES

Building Code Administrator,
BU1878
Standard Inspector, BN5176
Home Inspector, HI636

Mr. Strickland has worked in the construction industry since 1985. Mr. Strickland has experience with project coordination, budgeting and managing new and existing residential and commercial projects. Mr. Strickland has a successful record of overseeing all phases of multimillion-dollar construction projects for a wide range of clients and a proven history of completing projects on-time and on-budget.

For the past 21 years, Mr. Strickland has been dedicated to providing inspection services for various states including Florida, Mississippi and Tennessee. Mr. Strickland was responsible for inspecting residential and commercial structures ensuring that their construction, alteration, or repair complies with the FBC and approved specifications. Working with different building departments, has provided Mr. Strickland a wealth of knowledge and experience of daily operations within a building department.

MUNICIPAL EXPERIENCE

- Fort Walton Beach, Fort Walton Beach, FL – Building Inspector
- City of Tupelo, Tupelo, MI – Building Inspector
- City of Collierville, Collierville, TN – Building Inspector

INSPECTION EXPERIENCE

- Tyndalle Air Force Base, Panama City, FL – Multi-Certified inspections of new single family dwellings

Licensee Details

Licensee Information

Name: **STRICKLAND, JIMMY LEWIS** (Primary Name)

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU1878**

Status: **Current,Active**

Licensure Date: **04/21/2015**

Expires: **11/30/2017**

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN5176**

Status: **Current,Active**

Licensure Date: **12/14/2005**

Expires: **11/30/2017**

Special Qualifications

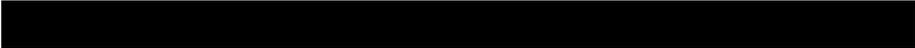
Building Qualification Effective

Electrical Inspector 02/01/2007

1&2 Family Dw 08/16/2007

Mechanical 12/14/2005

Plumbing 08/16/2007



ROBERT
SORAVILLA

Plans Examiner and
Inspector

WORK EXPERIENCE

- Longboat Key, Florida
- Palmetto, Florida
- St. Petersburg, Florida
- St. Pete Beach, Florida
- Treasure Island, Florida

Data Contained In Search Results Is Current As Of 07/17/2019 02:07 PM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number / Rank	Status/Expires
Home Inspector	<u>SORAVILLA, ROBERT JOHN</u>	Primary	HI712 Home Insp	Current, Active 07/31/2020
	Main Address*: Private			
Standard Plans Examiner	<u>SORAVILLA, ROBERT JOHN</u>	Primary	PX1086 Plans Examiner	Current, Active 11/30/2019
	License Location Address*: Private			
	Main Address*: Private			
Standard Inspector	<u>SORAVILLA, ROBERT JOHN</u>	Primary	BN2493 Inspector	Current, Active 11/30/2019
	License Location Address*: Private			
	Main Address*: Private			

PHILIP W. SUTHERLAND

Building Code
Administrator, Building,
Electrical Mechanical &
Plumbing Plans Examiner
Building, 1&2 Family,
Mechanical, Electrical and
Plumbing Inspector
Certified Floodplain
Manager, Fire Inspector I
25+ Years Experience

EDUCATION

Masters of Science, Alameda
College & University
State Requirement for
Educational Facilities

STATE OF FLORIDA LICENSES

Standard Building Code
Administrator, BU968
Standard Inspector, BN650
Standard Plans Examiner, PX311

MEMBERSHIPS

International Code Council
#5131907
National Fire Protection
Association #958613
Southern Building Code Congress
International #01870
International Association of
Electrical Inspectors, #00849250
Building Officials Association of
Florida #11/#2071

Mr. Sutherland has overseen the construction of a wide range of project, including residential high-rises, government buildings, healthcare facilities, churches, restaurants, and commercial spaces.

For the past several years, Mr. Sutherland has been dedicated to building code enforcement, conducting technical field inspections and reviewing plans of new and existing construction, assuring work conforms to all applicable building codes. He has assisted several cities and counties throughout Florida carrying out the duties of Building Official, Plans Examiner and Inspector for several trades.

EDUCATIONAL EXPERIENCE

- Webster Elementary, Webster, FL– Inspector & plans examiner
- South Sumter High School, Bushnell, FL– Inspector & plans examiner
- Polk State College, Winter Haven, FL– Inspector & plans examiner
- St Petersburg College, St. Petersburg, FL– Inspector & plans examiner
- Tice Elementary, Fort Lauderdale, FL – Inspector & plans examiner
- Gateway Elementary, Fort Myers, FL – Inspector & plans examiner
- Pelican Elementary School, Cape Coral, FL – Inspector & plans examiner
- Pelican Marsh Elementary, Naples, FL– Inspector & plans examiner
- Sea Gate Elementary, Naples, FL– Inspector & plans examiner
- Barron Collier High School, Naples, FL– Inspector & plans examiner
- Florida Gulf Coast University, Fort Myers, FL– Inspector & plans examiner

PROFESSIONAL EXPERIENCE

- Reedy Creek Improvement District, Walt Disney World Resort, Lake Buena Vista, FL - Chief Electrical Inspector
- City of Altamonte Springs, Altamonte Springs, FL - Inspector & plans examiner
- Apopka, Altamonte Springs, FL—Inspector & Plans Examiner
- Arcadia, FL—Inspector & Plans Examiner
- Belle Isle, FL—Building Official, Inspector & Plans Examiner
- Boyton Beach, FL—Inspector & Plans Examiner
- Bradenton, FL—Inspector & Plans Examiner
- Cedar Key, FL—Inspector & Plans Examiner
- Clearwater, FL—Inspector & Plans Examiner
- Dade City, FL—Inspector & Plans Examiner
- Dayton Beach, FL—Inspector & Plans Examiner
- Deland, FL—Inspector & Plans Examiner
- DeSoto County, FL—Building Official
- Eatonville, FL—Building Official

- Eustis, FL—Inspector & Plans Examiner
- Fanning Springs, FL—Inspector & Plans Examiner
- Melbourne Beach, FL— Building Official & Floodplain Manager
- Windemere, FL— Building Official

Licensee Details

Licensee Information

Name: **SUTHERLAND, PHILIP W (Primary Name)**

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU968**

Status: **Current,Active**

Licensure Date: **05/15/1998**

Expires: **11/30/2019**

Special Qualifications

Standard **Qualification Effective**

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX311**

Status: **Current,Active**

Licensure Date: **03/18/1994**

Expires: **11/30/2019**

Special Qualifications

Building **Qualification Effective**

Electrical

Mechanical

Plumbing

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN650**

Status: **Current,Active**

Licensure Date: **03/18/1994**

Expires: **11/30/2019**

Special Qualifications

Building **Qualification Effective**

Commercial Electric

1&2 Family Dw

Mechanical

Plumbing

Residential Electric

BRUCE COOPER

Plans Examiner /
Inspector

AWARDS

State of Florida, Department
of Community Affairs Best
Overall Comprehensive Plan
for Community under 50,000
population – Director of
Community Development – 1991
Building Official of the Year, 1994
City Manager's Employee of the
Year, City of Satellite Beach, 2003

CERTIFICATIONS

- Southern Building Code Congress International
- 1983 Building Inspector – Register# 1549
- Southern Building Code Congress International
- 1984 Plumbing Inspector – Register. # 606
- Building Officials Association of Florida
- 1986 Assistant Chief Inspector – Register. # 978
- Building Officials Association of Florida
- 1987 Certified Chief Inspector – Cert. # 1030
- Department of Community Affairs
- 1987 Certified Building Inspector – Cert. # 029
- Building Officials Association of Florida
- 1988 Building Official Director – Cert. # 1070
- State of Florida – Department of Business & Professional
Regulations
- Building Code Administrator (Building Official) - Lic. # BU
0000338
- Plans Examiner – Building, Electrical, Plumbing, Mechanical – Lic.
PX 0000809
- Standard Inspector, Building and Plumbing - Lic. # BN 0000931

WORK EXPERIENCE

- Plans Examiner/Inspector, SAFEbuilt, 2018 to Present
- Building Official/Floodplain Manager, City of St. Pete Beach, FL,
3/2008 to 3/2018
- Building Official, Planning and Community Development
Director, City of Satellite Beach, FL, 1/1998 to 11/2006
- Town Superintendent/Building Official, Town of Melbourne
Village, FL, 1/1996 to 2/1998
- Department of Community Development/Building Official, City
of Sebastian, FL, 7/1987 to 10/1995
- Deputy Building Official, City of Treasure Island, FL, 7/1982 to
7/1987
- Plan Review/Engineering Technician III, Municipality of
Anchorage, AK, 6/1976 to 3/1982
- Zoning Inspector, Greater Anchorage Borough, AK, 8/1984 to
11/1975
- M.O.S. Communications Specialist, United States Army, 4/1971
to 4/1974 (Enlisted)

PROJECT EXPERIENCE

County of Pinellas, 2016-2021

SAFEbuilt conducts inspection services for residential, site, building systems, building exteriors, and common areas in accordance with all appropriate standards, including accessibility, under local, State, and Federal law.

Role: Plans Examiner/Inspector

City of Treasure Island, 2012-2017

SAFEbuilt provides qualified staff fulfilling the duties of Building Official, plans review, inspection services and floodplain services.

Role: Plans Examiner/Inspector

City of North Redington Beach, 2018-2020

SAFEbuilt performs plans review and next-day inspections, and provides a Certified Building Official, counter services, permitting, and floodplain and CRS services.

Role: Plans Examiner/Inspector

City of St. Petersburg, 2017-2019

SAFEbuilt performs plans review and inspections for the City, including preliminary plan review consultations, and next-day inspections.

Role: Plans Examiner/Inspector

Data Contained In Search Results Is Current As Of 07/23/2018 11:08 AM.
Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Inspector	<u>COOPER, BRUCE</u>	Primary	BN931 Inspector	Current, Active 11/30/2019
	License Location Address*:	Private		
	Main Address*:	Private		
Building Code Administrator	<u>COOPER, BRUCE</u>	Primary	BU338 Building Code A	Current, Active 11/30/2019
	License Location Address*:	155 COREY AVENUE ST.PETE BEACH, FL 33706		
	Main Address*:	Private		
Standard Plans Examiner	<u>COOPER, BRUCE</u>	Primary	PX809 Plans Examiner	Current, Active 11/30/2019
	License Location Address*:	155 COREY AVENUE ST.PETE BEACH, FL 33706		
	Main Address*:	Private		
Limited Inspector	<u>COOPER, BRUCE</u>	Primary	319 Limited Inspect	Null and Void 11/30/1997
	License Location Address*:	Private		
	Main Address*:	Private		
Limited Plans Examiner	<u>COOPER, BRUCE</u>	Primary	211 Lmtd Plans Exam	Null and Void 11/30/1995
	License Location Address*:	Private		
	Main Address*:	Private		

[Back](#)
[New Search](#)
*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

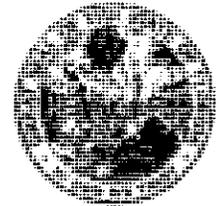
2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.2/5(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR



LICENSE NUMBER	
BU338	

The BUILDING CODE ADMINISTRATOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS
Expiration date: NOV 30, 2019

COOPER, BRUCE
155 COREY AVENUE
ST.PETE BEACH FL 33706



ISSUED 10/19/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1710190002827

RICK SCOTT GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR



LICENSE NUMBER	CATEGORY
PX809	BLDG, ELEC, MECH, PLUM

The STANDARD PLANS EXAMINER
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

COOPER, BRUCE
155 COREY AVENUE
ST PETE BEACH FL 33706



ISSUED: 10/19/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1710190002795

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR



LICENSE NUMBER	CATEGORY
BN931	BLDG, PLUM

The STANDARD INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS
Expiration date NOV 30 2019

COOPER BRUCE
155 COREY AVENUE
ST PETE BEACH FL 33706



ROBERT KEGAN

Building, Code
Administrator Inspector,
Plans Examiner, Fire
Inspector/Plans Examiner,
Contractor
25+ Years Experience

EDUCATION

Florida State Fire College Barry
University, N. Miami Broward
Community College Daytona
Beach Community College of
Architecture

STATE OF FLORIDA LICENSES

Building Official, BU92
Standard Inspector, BN237
Standard Plans Examiner, PX115
Fire Inspector/Plans Examiner,
84162
Certified General Contractor,
CGC027755

Superintendent of plumbing construction company responsible for residential and commercial projects including medical center, multi-story condominiums and motels. Mr. Ogden has worked with the various municipalities within South Florida and is well versed with the current building codes and regulations.

Having provided on-hands plan review and inspection services for more than twenty-five years, Mr. Ogden has the experience and knowledge to effectively perform both plan review services and inspection services.

MUNICIPAL EXPERIENCE

- Sumter County, Bushnell, FL – Building Official, Inspector, Plans Examiner
- City of Mount Dora, Mt. Dora, FL – Building Official, Fire Inspector
- City of Parkland, Parkland, FL – Building Official, Volunteer Firefighter
- City of Tamarac, Tamarac, FL – Deputy Building Official
- City of Coral Springs, Coral Springs, FL – Building Inspector
- City of Plantation, Plantation, FL – Building Inspector
- Town of Palm Beach, Palm Beach, FL – Plans Examiner
- City of Bradenton Beach, Bradenton Beach, FL – Building Official
- City of Gulfport, Gulfport, FL – Multi-Certified Inspector & Plans Examiner
- City of Treasure Island, Treasure Island, FL – Building Official
- City of Inverness, Inverness, FL – Building Official
- City of Cedar Key, Cedar Key, FL – Building Official
- City of Coleman, Coleman, FL – Building Official
- City of Belleview, Belleview, FL – Building Official

Licensee Details

Licensee Information

Name: **KEGAN, ROBERT E JR (Primary Name)**

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU92**

Status: **Current,Active**

Licensure Date: **03/15/1994**

Expires: **11/30/2017**

Special Qualifications

Qualification Effective

Standard

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN237**

Status: **Current,Active**

Licensure Date: **03/15/1994**

Expires: **11/30/2017**

Special Qualifications

Qualification Effective

Building

Commercial Electric

Mechanical

Plumbing

Residential Electric

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX115**

Status: **Current,Active**

Licensure Date: **03/15/1994**

Expires: **11/30/2017**

Special Qualifications

Qualification Effective

Building

Electrical

Mechanical

Plumbing

2019 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M14000007168

Entity Name: SAFEBUILT FLORIDA, LLC

Current Principal Place of Business:

3755 PRECISION DR.
SUITE 140
LOVELAND, CO 80538

Current Mailing Address:

3755 PRECISION DR.
SUITE 140
LOVELAND, CO 80538 US

FEI Number: 80-0154691

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 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 MEMBER
Name SAFEBUILT, LLC
Address 3755 PRECISION DR.
SUITE 140
City-State-Zip: LOVELAND CO 80538

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: SAFEBUILT, LLC

MEMBER

03/26/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

TOWN OF LONGBOAT KEY, FLORIDA

REQUEST FOR PROPOSALS OVERVIEW

The Town of Longboat Key, Florida ("Town"), is accepting sealed proposals for:

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

Proposal Due Date:

MONDAY, JULY 22, 2019

Proposals shall be delivered no later than 2:00 p.m. Eastern Standard Time (EST) on **Monday, July 22, 2019**, to the Town's Purchasing Division, Christine Coghill, CPPO, CPPB, at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228. At that time, the Town will open all timely submitted proposals for the sole purpose of recording the names of the proposers submitting proposals.

Documents for this Request for Proposals ("RFP") are available through Demand Star: <http://www.demandstar.com> and the Town's Purchasing Division, Christine Coghill, CPPO, CPPB, via email ccoghill@longboatkey.org

GENERAL PROJECT DESCRIPTION

The Town is currently seeking proposals from qualified consulting firms ("Contractor") to provide building plan review and inspection services for both residential and commercial projects and permits on an as-needed basis. The Town reserves the right to select one (1) or more Contractors, in accordance with the needs of the Town.

COMMUNICATIONS AND INQUIRIES

Questions or information requests for clarification regarding this RFP must be submitted via email to Chris Coghill, ccoghill@longboatkey.org by 4:00 p.m., **Wednesday, July 3, 2019**.

SCHEDULE OF EVENTS

The Town anticipates the following projected schedule for the RFP process. The Town reserves the right at its sole discretion to revise the projected schedule by issuing an addendum to the RFP at any time.

Release of RFP	Friday, June 21, 2019
Deadline for proposer questions	Wednesday, July 3, 2019, prior to 4:00 p.m.
Proposal due date	Monday, July 22, 2019, prior to 2:00 p.m.
Evaluation Committee Meeting	TBD
Presentations and Interviews (if needed)	TBD
Town Manager Contract Approval	TBD

TOWN OF LONGBOAT KEY, FLORIDA



REQUEST FOR PROPOSAL 19-060 BUILDING PLAN REVIEW AND INSPECTION SERVICES

Sealed proposals will be received at Town Hall, 501 Bay Isles Road, Longboat Key, Florida 34228, no later than 2:00 p.m., **Monday, July 22, 2019.**

Attached are important instructions and specifications regarding responses to this Request for Proposal ("RFP"). The failure of a responding proposer to follow these instructions could result in proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This RFP document is issued by The Town of Longboat Key, as well as all addenda and changes to the RFP documents (if any). The Town shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP.

The Town shall post all such addenda, together with any other information pertaining to this RFP on Demand Star at <http://www.demandstar.com>. It is the sole responsibility of each proposer to review the Demand Star website prior to submitting a responsive proposal ("Proposal") to this RFP to ensure that the proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The Town is not responsible for any solicitations issued through a subscriber, publications, or sources other than Demand Star or the Town and the proposer should not rely on such sources for information regarding the RFP solicitation.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Town of Longboat Key Town Commission, any member of the Evaluation Committee for this RFP, the Town Manager or any employee of the Town other than the Town Purchasing Manager (or designee). This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant any Town procurement in the future.

1.0 BACKGROUND

The Town is located off the coast of Sarasota in Southwest Florida and is governed by an elected seven (7) member Town Commission. The Town is a ten-mile long barrier island bordered on the east by Sarasota Bay and on the west by the Gulf of Mexico. The northern half of the Town is located in Manatee County, while the southern half is located in Sarasota County. The Town has a reputation as an affluent residential community, particularly for retirees who relocate predominantly from northern states. The Town has no industrial development and limited commercial uses.

The Town's location, temperate climate, and natural resources, particularly its white sand beach, have had a major influence on the Town's growth. Residents and visitors enjoy numerous year-round recreational opportunities, including boating, fishing, golf, tennis, biking, and kayaking.

The Town has a permanent population of approximately 6,884 residents, but it is also a popular seasonal destination for visitors and part-time residents from both the United States and abroad. During the winter months, when the climate in Florida is mild, the population of the Town typically increases to between 18,000 and 24,000. However, the majority of the seasonal residents are only here for a few weeks to a few months, at most.

The Town is soliciting proposals from experienced and qualified consulting firms ("Contractor") to provide building plan review and inspection services for both residential and commercial projects and permits on an as-needed basis.

The entirety of the Town is located within zones determined by the Federal Emergency Management Agency (FEMA) to be High Risk or High Risk – Coastal. In addition to FEMA elevation requirements, the Town requires that the first habitable floor be built at an additional three (3) feet in areas considered to be High Velocity and an additional one (1) foot in all other areas.

The Town currently has sixty (60) projects in the Plan Review phase. The Town averages approximately 30 inspections per day and utilizes approximately 60 to 70 hours per week for plan review. An average of approximately 70 permits are submitted to the Town each week. The Town is currently operating under an agreement with several outside inspection companies to supplement Town staff for inspections and plans review.

The Town reserves the right to award to one (1) or more Contractor(s), depending on the needs of the Town.

The purchase order for this agreement was issued with a not-to-exceed dollar amount. The funds related to this purchase order are almost exhausted. The Town intends to enter into an agreement(s) with the Contractor(s) as a result of this RFP and utilize the Contractor(s) services as soon as the current purchase order funds are completely exhausted.

1.1 Historic Activity Levels and Revenue

The following table provides the number of inspections conducted and permits issued by the Planning, Zoning & Building Department for the last three fiscal years:

Fiscal Year	Inspections Conducted	Permits Issued
FY 2015-2016	7,554	3,502
FY 2016-2017	6,914	3,619
FY 2017-2018	6,993	3,797

The following table provides the annual revenue for the Building Department for the last three fiscal years:

Fiscal Year	Revenue
FY 2015 - 16	\$980,361.76
FY 2016 - 17	\$1,333,441.04
FY 2017 - 18	\$1,696,449.30

2.0 SCOPE OF SERVICES

The Contractor(s) will be required to provide and perform the duties of Commercial and Residential Building Inspectors and Plan Examiners relative to, but not limited to, building, building roofing, plumbing, fuel gas, electrical, mechanical, and to conduct plan review, issue permits, perform inspections, and perform other Florida Building Code duties in the name of the Town. Projects may range from single-family to large condominium, tourism, and commercial properties.

Responsibilities of the Contractor(s) shall include, but not be limited to, the following:

- Review plans for compliance with submittal requirements and all applicable codes.
- Route plans to appropriate Town staff for compliance and regulatory reviews and comments.
- Monitor review status to ensure performance standards are met.
- Contact and/or respond to questions and concerns from Town staff, contractors, property owners, or other stakeholders.
- Inspect and monitor permitted construction for compliance with applicable building codes, Town Ordinances, FEMA requirements, and permitted plans and specifications. Services to be completed between 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Town holidays or Town approved off-hours.
- Provide and enter data into Town's permitting software that processes, tracks and monitors permit, plan review, and inspection activity, scheduling pending and daily inspections.
- Prepare written reports of the following, but not limited to: Number of permit applications submitted, number of permits approved, including the average number of days between permit application and permit approval, inspections, number and type of inspections, number of building permits issued for construction projects, outcomes, investigations of complaints and other reports as may be required by the Town.
- Monitor all permits issued.
- Conduct inspections and enforce the Town's Ordinances, applicable State codes, and FEMA regulations.
- Review and maintain all records required by FEMA in association with the processing of building permits in the format required by FEMA.

- Comply with all requirements for state and federal funding and for state or federal reimbursement.
- Be available upon request of the Town Manager (or designee) or the Planning, Zoning & Building Director to attend meetings (e.g.: Town Commission Meetings, Planning & Zoning Board Meeting, Zoning Board of Adjustment Meeting) at no additional compensation, as requested.
- Be available to conduct inspections as part of the Town's Damage Assessment Team in the event the Team must be activated to inspect storm-related structural damages. This may require working outside of the hours established herein and may include working in hazardous conditions, not limited to flooding, debris fields, and a lack of essential services.
- Perform any other related services required by the Town.

The Contractor(s) shall provide personnel points of contact to be available during all business hours to act with the full authority for the Contractor(s). The Contractor(s) shall provide the name(s), telephone number(s) and email address of the point of contact within five (5) days of notification of award.

The services provided will be supplemental to those services provided by Town personnel, which include Chief Building Official, Building Inspectors, and Plans Reviewer.

The Contractor(s) must maintain fully staffed services with excellent customer service skills during business hours at least equal to, but not less than the Town's business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for Town holidays. During these hours, the Contractor's personnel shall personally answer telephone calls.

The Town will provide office space and desktop computer for personnel employed by the Contractor(s) assigned to Town services at the Town's municipal facilities as needed.

The Town's permitting software is available via web application and can be accessed in the field. The Contractor(s) will be responsible for providing smart phone and/or tablet device to its personnel. The Contractor(s) shall be responsible for all costs associated with maintaining & using the software application.

The Contractor(s) shall provide, maintain, and insure, in accordance with Town requirements, the vehicles necessary to perform the services set forth in this RFP or requested by the Town. All such vehicles shall be kept well maintained, clean, free of damages, and in safe operating conditions.

All personnel of the Contractor(s) shall wear uniforms that are clean, neat, and free of tears or holes and logos or graphics other than the Contractor's identification or logo.

As the amount of development and the number of permits fluctuate, the Town does not guarantee any certain level of permit numbers or work that may be assigned to the Contractor(s). The Contractor(s) understands that staffing may need to be adjusted accordingly from time to time.

It is understood that the Town is situated on a barrier island and, as such, is susceptible to damaging storms. In the event of a hurricane or other natural disaster, business hours and the level of staffing may need to be increased on short notice in order to provide emergency permitting and inspection services.

Assignment of the Contractor(s) personnel to Town services is subject to written approval of the Town. In addition, the Town Manager or the Director of Planning, Zoning & Building shall have the right to request the removal of specific personnel assigned by the Contractor(s) to the Town's services, which

request shall not be arbitrary or capricious. Such requests shall be submitted to the Contractor(s) in writing and the Contractor(s) shall comply with the request within ten (10) business days or more quickly at the request of the Town if the reason for the request warrants quick action.

All services must be performed in accordance with all applicable Federal, State and Local regulations and Statutes and the Florida Building Code.

2.1 Agreement

It is the intent of the Town to select and enter into agreements with multiple Contractors in order to provide these specialized professional services to the Town on an as-needed basis.

The term of the agreement is three (3) years with the right to renew the agreement for two (2) additional one (1) year periods under the same terms and conditions of the original agreement.

3.0 PROCESS

3.1 Authorized Town Representative / Submission of Proposal

For information or questions concerning this RFP, contact the Town's Purchasing Division:

Ms. Christine Coghill, CPPO, CPPB
501 Bay Isles Road
Longboat Key, Florida 34228
Email: ccoghill@longboatkey.org

Proposers must submit a sealed proposal to the attention of the Town's Purchasing Division at the address stated immediately above. Only those communications that are in writing from the Town's Purchasing Division shall be considered as duly authorized expressions on behalf of the Town.

RFP documents are available through Demand Star <http://www.demandstar.com>. RFP forms and any additional documents required by this RFP must be executed and submitted in a sealed envelope to the Town's Purchasing Division listed above.

3.2 Proposer Communication and/or Inquiries

The Proposer shall review this competitive solicitation in its entirety to determine whether the Town's Scope of Services, conditions, and requirements are clearly stated. If the Proposer has any questions regarding this competitive solicitation, the Proposer must submit such inquiries and requests for clarification via email only to the Town's Purchasing Division at ccoghill@Longboatkey.org. These inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Proposer.

The Town will consider only those communications and/or inquiries submitted via email and received by the Town's Purchasing Division on or before **Wednesday, July 3, 2019**, at 4:00 PM EST (the "Inquiry Deadline Date").

The Town will consider the Proposer's lack of inquiries or requests for clarification prior to the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in this RFP and any amendments thereto. Unless the Town's Purchasing Manager specifically requests the Proposer to provide additional communications, or to participate in negotiations, the Town may not accept or consider any of the Proposer's written or other communications and/or inquiries received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent the Town determines, in its sole discretion, to respond to any communications, inquiries, or requests for clarification prior to the Inquiry Deadline Date, the Town's response will be made in a written addendum to this RFP and posted on Demand Star.

No interpretation of data, including but not limited to surveys, plans, drawings, test results, and similar materials will be made to any Proposer, except for what is provided in this RFP or by written addendum.

3.3 Addenda

The Town's Purchasing Manager or designee will distribute any addenda via Demand Star.

The Proposer's authorized representative must acknowledge receipt of each addendum issued. Acknowledgement shall be numbered and dated on the Submitted Proposal Form and included in a submitted proposal.

All Proposers, vendors, and known interested vendors, are responsible for checking Demand Star for addenda in order to verify whether any changes have been made to the RFP.

The Town will consider a Proposer's lack of communicating inquiries or requesting clarifications on the addenda by the Inquiry Deadline Date to constitute the Proposer's acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

Proposers are cautioned that any oral or written representation made by any person that appears to change materially any portion of the competitive solicitation documents shall not be relied upon unless subsequently ratified by a written addendum to this RFP issued by the Purchasing Manager.

3.4 Delivery and Labeling of Sealed Proposals

The Proposer's proposal to this competitive solicitation shall be prepared in accordance with Section 4 "Proposal Requirements." The Proposer's sealed proposal must be received by the Town's Purchasing Division on or before **MONDAY, JULY 22, 2019, at 2:00 PM EST** (the "Proposal Due Date") according to the time clock at the Town. A Proposer may not submit a proposal via telephone, facsimile, electronic mail, or any other means except as provided for herein.

If the Proposer elects to mail in its proposal, the Proposer must allow sufficient time to ensure the Town's Purchasing Division receipt of the proposal by the Proposal Due Date. Regardless of the form of delivery, it is the Proposer's responsibility to ensure that the proposal arrives at the Town's Purchasing Division address (See Section 3.1) no later than 2:00 p.m. on the Proposal Due Date. The Proposer may not include more than one proposal (along with the copies) per sealed envelope.

The Town will accept proposals up to the Proposal Due Date. No proposal may be withdrawn by a Proposer after the Proposal Due Date. Proposals must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Town's Purchasing Manager's name and address as provided in Section 3.1; the Proposer's name and address; and "RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES". The proposals must be submitted with one (1) original marked "ORIGINAL", six (6) hard copies marked "COPY," and one (1) electronic copy in .pdf format on a flash drive of the proposal.

3.5 Economy of Presentation

The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. The Proposer should prepare its proposal simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the conditions and requirements of this competitive solicitation. (Fancy bindings, colored displays, and promotional material are not desired). The Proposer's emphasis should be on completeness and clarity of content. To expedite the Town's evaluation of the proposal, it is mandatory that the Proposer follow

the instructions contained herein. The Town is not liable for any costs incurred by the Proposers in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by the Town.

3.6 Proposals Must be in Ink or Typed

The Proposer's proposal must be typed or printed in permanent ink.

3.7 Proposer's Signature

Where the Proposer's signature is required, the Proposer's proposal must contain the Proposer's authorized representative's manual signature, in permanent ink, in the space provided. In addition, the Proposer's authorized representative must initial all of the Proposers handwritten corrections (additions or deletions) in its proposal.

If the proposal is made by a partnership, corporation, joint venture, or team, the name and address of the partnership or corporation or all members of the joint venture or team shall be shown together with the names and addresses of the partners or officers of all entities. If the proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers; if made by a joint venture or team, by one officer of each participating entity.

3.8 Complete Proposals Required

The Proposer must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and proposal forms and submit them with and as a part of the Proposer's proposal.

3.9 Use of Forms

If this competitive solicitation includes forms for the submission of information, the Proposer must submit the requested information on the forms, attaching additional pages if necessary, or the Town may reject the Proposer's proposal.

3.10 Errors or Omissions

The Proposer should examine its proposal carefully for any errors prior to submission. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for the Town's finding that the Proposer's proposal is non-responsive. In case of the Proposer's errors in extensions, the unit price will prevail.

3.11 Proposal Validity Period

The Proposer's proposal shall, in its entirety, remain valid for one hundred and twenty (120) calendar days after the Proposal Due Date.

3.12 Proposal Opening

The proposals shall be delivered no later than **2:00 p.m. EST on MONDAY, JULY 22, 2019**, to the Town's Purchasing Division at the address stated in Section 3.1. At that time, the Town's Purchasing Manager (or designee) will open all timely submitted proposals for the sole purpose of recording the names of the Proposers submitting proposals at the designated place. Any Proposer submitting proposals found to be inconsistent is subject to disqualification.

Any person requiring a special accommodation at Town Hall because of a disability should call the Town's Purchasing Manager at least five (5) working days prior to the RFP opening at 941-316-1999 (voice) or 800-955-8771 (TDD for persons with hearing or speech disabilities).

3.13 Government in the Sunshine; Public Records

All submitted material will be subject to Florida's Public Records Law. Proposer should prepare its proposal with the understanding that it may become available to the public. Proposer acknowledges that all information contained within the proposal is subject to disclosure under the State of Florida's Public Records Law.

The Town is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of this proposal. No information should be labeled confidential unless exempted under said law.

Pursuant to Section 119.071(1)(b)2., Florida Statutes (F.S.), proposals may be exempt from public record for thirty (30) days after opening the proposals or until such time as the Town provides notice of an intended decision, whichever comes first. It is not necessary for Proposers to claim this temporary exemption.

RFP tabulations will be uploaded to Demand Star and posted on the Town's public bulletin board. Upon written request, a copy will be furnished. RFP tabulations will not be provided by telephone. Non-exempt RFP files may be examined during normal working hours by appointment.

Certain portions of meetings with Proposers may be closed to the public, but will be recorded pursuant to Section 286.0113, F.S.

4.0 PROPOSAL REQUIREMENTS

4.1. Required Proposal Format

To facilitate the Town's analysis of the proposals, the Proposer must prepare its proposal in accordance with the instructions provided in this competitive solicitation. If the Proposer's proposal deviates from these instructions, such response may, at the Town's discretion, be rejected.

Proposals should not contain information in excess of that requested, must be concise and must specifically address all of the items set forth in this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

Proposals must be prepared in at least 12-point font on 8.5" x 11" white paper, with pages sequentially numbered. Proposals can be either single or double-sided. Proposals should be contained within a three-ring binder (original and each copy in separate binders).

4.2 Proposal Requirements

Proposal content shall be separated by sequentially numbered tabs and must be submitted in the same order as set forth below and the supplied electronic copy shall be indexed similarly.

Tab 1 – Executive Summary (Maximum of four (4) pages)

- A. Provide contact information, including name(s), title(s), email address and phone number(s) for the individual(s) responsible for the Proposal and any negotiation during this process. Also, indicate the Proposer's primary office that will provide the services to the Town.

- B. Provide a brief overview of the Proposer's history and organization along with the following information as applicable:
1. If the Proposer is a corporation, submit the following information:
 - a. How long the Proposer has been in business, both under its present business name and any other names;
 - b. Other or former names under which the Proposer has operated; and
 - c. The State of incorporation, date of incorporation and the names of each corporate officer.
 2. If the Proposer is a partnership or joint venture, submit the following information:
 - a. How long the Proposer has been in business, both under its present business name and any other names;
 - b. Other or former names under which the Proposer has operated; and
 - c. The State in which the partnership or joint venture was formed together with the date such partnership or joint venture was formed and the names of each general partner of the partnership or joint venture at the time of the proposal submission.
 3. If the Proposer is a sole proprietorship or otherwise individually owned, submit the following information:
 - a. How long the Proposer has been in business, both under its present business name and any other names;
 - b. Other or former names under which the Proposer has operated; and
 - c. The State in which the Proposer's company was formed and the name of the owner at the time of proposal submission.
- C. Provide an organizational chart showing the corporate management structure of the Proposer.
- D. Provide a list of any judgements, claims, arbitration proceedings or suits pending that have been initiated by or against the Proposer in the past five (5) years. Briefly state the nature of the action and the outcome.

Tab 2 – Qualifications of the Proposer and Proposer Personnel

Proposers must provide qualified Commercial and Residential Contract Inspectors and Plans Examiners with all necessary licenses, registrations and certification to work in Florida and in Sarasota and Manatee Counties.

- A. Provide a brief narrative describing the Proposer's experience and capabilities in providing similar services. Narrative should include but not be limited to:
1. Describe the Proposers strength of the Proposers' firm, proposed personnel team and overall skills. Include any specialty services.
 2. Describe the Proposer's management philosophy to ensure customer-centered service is provided to the Town, contractors, developers and property owners.
 3. Describe the Proposer's ability to understand and perform plan review and inspection tasks efficiently and in accordance with all applicable requirements, regulations, ordinances, and statutes.
 4. Describe any situation over the past five (5) years in which the Proposer did not complete services for a contract for a client. Describe the details of the situation and explain the reasons for the incompleteness.

5. Provide all licenses, registrations and certifications issued to the Proposer.

(Item 2.A: Maximum of two (2) pages)

B. Provide a matrix identifying the key personnel and proposed team members (include subconsultants) to provide Town services. Designation of a single point of contact is required. For each key personnel and proposed team member please provide:

1. Résumé: include relevant background experience, qualifications & state registrations and/or certifications relevant to the type of plan review or inspection services.
2. Brief description of the role and/or responsibilities proposed to be provided by the individual.
3. Address of the office that will provide the majority of the services.

(Item 2.B: Maximum of two (2) pages)

Tab 3 - References

A. Provide five (5) references for public entities within the past ten (10) years to verify the experience of the Proposer. For each reference please provide:

1. Name of public entity and location.
2. Current contact name, telephone number, and email address.
3. Proposer's team member(s) responsible for the services provided to that public entity.
4. Description, dates, and cost of the services.
5. Status of project.

(Item 3.A: Maximum of two (2) pages per reference)

Tab 4 – Approach & Methodology to Provide Services

A. Provide a narrative of the Proposer's overall approach and methodology to provide services identified in the scope of services. Proposer may submit any exhibits, graphics or documentation deemed essential. Narrative should include but not be limited to:

1. Describe how the Proposer will provide day-to-day services, including communication and coordination with Town Staff, contractors, and property owners.
2. Describe any value added services the Proposer can provide above those identified in the Scope of Services.

(Item 4.A: Maximum of ten (10) pages)

Tab 5 – Organizational Capacity to Provide Services

A. Provide a narrative of the Proposer's organizational capacity to provide all of the services identified in the scope of services. Narrative should include but not be limited to:

1. Describe and list the Proposer's current and projected workload. Include how the Proposer plans to mitigate any delays in Town services due to Proposer's workloads. Include a current operating capacity percentage.
2. Provide a representation of current commitments for the proposed team members.

- B. Submit a completed "Schedule of Timeframe" matrix behind this Tab 5. The "Schedule of Timeframe" matrix is attached and labeled as Exhibit 1.
- C. Submit a completed "Availability to Service" matrix behind this Tab 5. The "Availability to Service" matrix is attached and labeled as Exhibit 2. Proposed team members listed in Tab 2B must be listed in the completed matrix.

Tab 6 – Fee Schedule

Submit a completed "Fee Schedule" behind this Tab 6. The "Fee Schedule" is attached and labeled as Exhibit 3.

Tab 7 – Forms

Provide the completed and signed forms:

- Submitted Proposal Form
- Public Entity Crimes Form
- Form of Affidavit Where Bidder a Corporation, Partnership or Joint Venture, or Sole Proprietor/Individual
- Drug Free Workplace Certification Form
- Equal Employment Opportunity Form

5.0 EVALUATION PROCESS, EVALUATION CRITERIA AND EVALUATION OF PROPOSALS

5.1 Responsiveness and Responsibility

A responsible and responsive proposal will be considered as one which meets or exceeds the RFP specifications and which is submitted by a Proposer capable of performing the requirements as stated in the RFP. The Proposer's ability to meet these requirements shall be solely by the determination of the Town.

The Town's Purchasing Manager will initially review each proposal for: (a) minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content; and (b) conformance to the RFP instructions regarding organization and format.

The Town reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever, and to re-let the RFP at the Town's discretion. The Town reserves the right to waive any minor non-conformance or irregularities when, in the sole opinion of the Town, such waiver or acceptance is deemed to be in the best interest of the Town.

After the Proposal Due Date, the Town may, in its sole discretion, request clarifications of the information submitted, and may also rely upon any information obtained from any source that pertains to the issue of a Proposer's integrity and capability to perform.

Proposals may be excluded from further consideration and the Proposer will be so advised. No deviations from specifications will be accepted; no alternate proposals will be accepted unless requested in writing. The Town may, in its sole discretion, also exclude from consideration any Proposer whose proposal contains a material misrepresentation. Such proposals will be deemed as non-responsive to this RFP.

Proposals that are deemed non-responsive to this RFP will be excluded from any further consideration. A proposal may be deemed non-responsive for any of the following reasons: Proposer fails to attend a

mandatory pre-proposal meeting or other mandatory meetings as required by the RFP Documents; Proposer fails to specifically include information required by the specifications; Proposer fails to sign a submitted proposal; or Proposer submits a proposal that does not include information specifically required in the RFP Documents. The above is not an exclusive list and the Town may deem a proposal non-responsive for other valid causes and lack of responsiveness shall solely be by the determination of the Town.

5.1.1 Changes in Proposer's Team

A change in the project team of a Proposer after the submission of a proposal could result in reconsideration of the scoring of applicable evaluation criteria, at the sole discretion of the Town. Any changes in the project team of a Proposer must be brought to the attention of the Town as soon as possible after the change is made. The changes, the reasons for the changes, and résumés for the individuals being substituted for an original project team member, must be submitted to the Town.

Any changes in the project team during the project must be communicated in writing to the Town prior to the implementation of the change.

5.2 Disqualification of Proposers

Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal:

1. Submission of more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names;
2. Evidence of collusion among Proposers, or previous participation in collusive bidding or proposing on services for the Town;
3. Uncompleted services for which the Proposer is committed by contract which, in the judgment of the Town, might hinder or prevent the prompt completion of the Services under this RFP if awarded to Proposer;
4. Inconsistencies between the proposals provided by the Proposer;
5. Violations of the cone of silence as provided for herein;
6. Familial relation with the Town's purchasing agents (Town Manager or Purchasing Manager) or public officer (Town Commissioner) as provided for in Section 112.313(3), F.S;
7. Conviction for a Public Entity Crime as provided for in Section 287.133, F.S.; or
8. Prior suspension or debarment as set forth in Section 38.31 of the Town Code.

The above listed causes are not an exclusive list, and the Town may disqualify proposers for other valid causes.

5.3 Evaluation Process

Proposals will be evaluated in accordance with this Section and all applicable Town purchasing policies and procedures.

The Town Manager shall establish a selection committee ("Selection Committee") that will be responsible for evaluating and scoring/ranking the proposals in accordance with this Section.

The Town will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the proposals as applicable.

Selection of a final Proposer will be based upon the following steps and factors:

Elevation Level 1

- The Town's Purchasing Manager shall review all proposals for conformance with the RFP guidelines and detailed submittal requirements. Conforming proposals shall be elevated to Elevation Level 2. The Town's Purchasing Manager or designee will distribute proposals and evaluation criteria to the Selection Committee.
- The Selection Committee may convene with reasonable public notice to review questions that arise during individual member review of submitted proposals prior to Elevation Level 2 to allow for questions, clarifications, explanations or other discussion to be held before the review of proposals is completed.

Elevation Level 2

Each Selection Committee member shall score each proposal on the following evaluation criteria:

Evaluation Criteria	Maximum Points
Qualifications of the Proposer & Proposer's Staff	35 points
Organizational Capacity to Provide Services	30 points
Proposer's Approach to Provide Services	25 points
Fees	10 points
Total Points Available	100 points

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- **EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver far beyond expectation.
- **VERY GOOD (0.8):** To a high degree; better than above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver beyond expectation.

- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average, moderate, mediocre; adequate; sufficient; standard

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information or was of inferior quality. The facts included demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies an "Experience" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Evaluation Committee member allocated for that evaluation criterion would be 20, calculated as follows:

$$25 \text{ available points} \times 0.8 \text{ applicable description factor multiplier} = 20 \text{ points}$$

A Selection Committee member's total score for each proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee members' total scores for each proposal will be added together to produce a final score for each proposal.

The Town's Purchasing Manager, or designee, will conform the calculations for the final score for each proposal. They shall publish a rank-ordered listing of the proposals to the Selection Committee with the proposal receiving the highest points as the highest-ranked proposal.

If the Selection Committee decides to interview Proposers based on the final scores then, at a minimum, the Selection Committee shall elevate the three (3) highest-ranked Proposers to Elevation Level 3 for presentations. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend to the Town Manager to enter into contract negotiations with the highest ranked Proposer.

Elevation Level 3 (Proposer Presentations)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's proposal.

After all elevated Proposer presentations, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the desired services.

The Town's Purchasing Member, or designee, shall receive and compile each Selection Committee member's ranking of each Proposer and then publish a rank-ordered listing of Proposer's to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend award to the Town Manager and to enter into Contract Negotiations with the highest-ranked Proposer(s). After the Town Manager's approval of the recommendation of award, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the Town Manager (with possible assistance from the Town Attorney and the Town's Purchasing Manager) and the elevated Proposer shall negotiate an agreement.

If after negotiating for a reasonable time period, the Town and the Proposer fail to agree upon the terms of an acceptable contract, negotiations shall be terminated and negotiations with the next-highest-ranked Proposer shall commence. If again unsuccessful, the process is repeated with the next-highest-ranked Proposer, and so on. This process is continued until a mutually agreeable contract is concluded or the project is abandoned, or the RFP selection process is otherwise terminated.

Upon agreement of terms and conditions for a final negotiated agreement, an agreement shall be awarded by the Town Manager.

5.4 Tie Proposals

When multiple proposals are equal in all respects (quality, price, and service), the Town may give preference to a Proposer with a drug-free workplace program. Proposer shall certify that the program complies with the requirements of Section 287.087, F.S. Information about the program shall be included in the Proposer's submittal under Tab 6. Forms.

At the sole discretion of the Town, payment terms and other consequential information may also be utilized in resolving apparent tie proposals.

5.5 Award of Agreement

The Town intends to award an agreement(s) resulting from this competitive solicitation to the short-listed Proposer who represents the best value to the Town. The Town is not obligated to make an award

under or as a result of this competitive solicitation. The Town reserves the right to postpone the award of the agreement for a period of time not to exceed one hundred twenty (120) days from the Proposal Due Date.

5.6 Posting of Intent to Award

The intent to award an agreement to the Contractor(s), if any, will be posted on Demand Star for review by interested parties.

5.7 Protest

Any protest related to this RFP must be in accordance with the Town's Protest Procedures as specified in Chapter 38 of the Town's Code of Ordinances.

5.8 Non-Exclusive Agreement

This RFP does not establish an exclusive arrangement between the Town and the Contractor. The Town has an unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein.

6.0 INSURANCE

Within fifteen (15) days of the posted date of Intent of Award, each apparent Contractor shall submit to the Town's Purchasing Manager a copy of the Proposer's current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida.

The Town of Longboat Key shall be named as additional insured. The insurer shall agree to waive all rights of subrogation against the Town of Longboat Key.

Proposal award will be subject to proof of insurance, in the form of certificates of insurance, being provided to the Town within fifteen (15) days of the posted date of the Intent of Award, and subject to acceptance of the types and amounts of coverage by Town's Purchasing Manager.

The certificates of insurance shall provide thirty (30) days written notice for any change, cancellation, or non-renewal.

Insurance coverage required from the apparent Contractor shall be provided by or on behalf of all subcontractors to cover their operations performed. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Proof of insurance with endorsements shall be sent to:

Town of Longboat Key
Attention: Purchasing Manager
501 Bay Isles Road
Longboat Key, Florida 34228

Note the RFP number and project title on certificates.

The acceptable form of the certificates of insurance shall be the industry standard ACORD certificate.

Once received by the Purchasing Manager, the certificates of insurance and endorsements shall accompany the executed contract.

The specific level and type of insurance coverage required of Proposers for this project has not yet been determined, but will be issued via written addendum to this RFP.

7.0 NEGOTIATION

The Town Manager (or designee) shall negotiate an agreement with the Contractor for the subject professional services at compensation which the Town determines is fair, competitive, and reasonable. This RFP process is conducted pursuant to Chapter 38 of the Town's Code of Ordinances and the Finance Department's administrative procedures.

7.1 Selection, Negotiation, Additional Information

Although the Town reserves the right to negotiate with any Proposer to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive of Proposers without further discussion, negotiation, or prior notice. The Town may presume that any proposal is a best-and-final offer.

8.0 TOWN'S RESERVED RIGHTS

- 8.1 To be the judge of the Proposer's qualifications through a Selection Committee comprised of designated Town staff or other representatives.
- 8.2 To conduct pre-award discussions with any responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations before the Selection Committee.
- 8.3 To request that Proposers modify their proposal to more fully meet the needs of the Town or to furnish additional information as the Town may reasonably require.
- 8.4 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
- 8.5 To request additional qualification information.
- 8.6 To hold meetings and interviews, and conduct discussions and correspondence, with one or more Proposers to seek an improved understanding of any information contained in a proposal.
- 8.7 To seek clarification from any Proposer to fully understand information provided in a proposal and to help evaluate and rank the Proposers.
- 8.8 To limit and/or determine the actual services to be included in the contract with the Contractor.
- 8.9 To obtain information from any available sources for use in evaluating the proposals.
- 8.10 To waive any irregularity in any proposal, or reject any or all submittals, in part or in whole, should it be deemed to be in the best interest of the Town to do so.

9.0 MINORITY BUSINESS PARTICIPATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, the Town hereby notifies all Proposers that they will affirmatively ensure minority business enterprises will be afforded a full opportunity to participate in response to this RFP and will not be discriminated against on the grounds of race, color or national origin in consideration for qualification.

10.0 GENERAL TERMS

10.1 Equal Opportunity/Affirmative Action

The Town is an equal opportunity/affirmative action employer. The Town is committed to equal opportunity employment efforts and expects firms that do business with the Town to have a vigorous affirmative action program.

10.2 Women/Minority Business Outreach

The Town hereby notifies all potential proposers that Women/Minority-Business Enterprises are to be afforded a full opportunity to participate in any procurement by the Town and will not be subject to discrimination on the basis of race, color, sex, or national origin.

10.3 Proposer Affirmation

By submitting a proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm, or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain any advantage over other persons or over the Town.

10.4 Proposer Development Costs

Neither the Town nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare a response simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

10.5 Code of Ethics

If any Proposer violates or is a party to a violation of the code of ethics of The Town of Longboat Key or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the Services described in this RFP or from furnishing services for which the proposal is submitted, and shall be further disqualified from bidding on any future requests for work, goods, or services for the Town.

10.6 Conflict of Interest

Subject to the provisions of Chapter 112, F.S., all Proposers must disclose with their proposal the name of any officer, director, agent, or shareholder who is also an employee of the Town. All Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

10.7 Disclosure – Advisory Board Member of Town

10.7.1 Sections 112.313(3) and 112.313(7), F.S., prohibit an advisory board member of the Town from holding any employment or contractual relationship with any business entity doing business with the Town. Section 112.313(12), F.S., provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the RFP. A copy of the filed disclosure form shall be included as part of the proposer's response.

10.7.2 Advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.

10.7.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the Town or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

10.7.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the proposal specifications or the determination of the responsible and responsive Proposer.

10.8 Cone of Silence

After the issuance of the RFP by the Town, Proposers and their representatives shall not contact, communicate with, or discuss any matter relating in any way to this RFP with the Town, including any Commissioner, member of the Selection Committee, or any employee of the Town other than the Town's Purchasing Manager (or designee) unless otherwise directed on the Request for Proposals Overview of this RFP. This prohibition begins with the issuance of the RFP and ends upon award of the resulting contract. Such communications initiated by a Proposer shall be grounds for disqualifying the offending Proposer from consideration for award under this RFP and/or potentially any future procurement with the Town.

10.9 Copyright

The Contractor shall irrevocably transfer, assign, set over, and convey to the Town all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract awarded under this RFP. The Contractor further agrees to execute such documents as the Town may request to affect such transfer or assignment.

10.10 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

10.11 Proposer's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for the Town's unilateral cancellation of the agreement.

10.12 Estimated Quantities

When applicable, and unless specifically addressed in the RFP, the estimated quantities of work to be done and materials to be furnished under this RFP are to be considered as approximate only and are to be used solely for the comparison of proposals. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the Proposer plead misunderstanding or deception because of such estimate of quantities. Payment to the Contractor

will be made only for the actual quantities of Services performed and material furnished in accordance with the contract and it is understood that the quantities may be changed as provided in the RFP Documents without in any way invalidating any of the unit or lump sum prices.

10.13 Mistakes

Proposers are required to examine the RFP Documents including any addenda. Failure to do so will be at Proposer's risk.

10.14 Taxes

Goods and services sold to the Town under this RFP and the ensuing contract shall be less all federal, state, and local taxes, since the Town has tax-exempt status (Town State Sales and Use Tax Exemption Certificate Number: 85-8012646331C-7).

10.15 Warranty of Title

The Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the Town, no later than the time of payment, free and clear of all liens.

10.16 ADA Compliance

Proposals, bids and other documents submitted by the proposer to the Town, which are required to be posted on the Town's website, must be accessible under the "WCAG AA" (Web Content Accessibility Guidelines, Level AA) to adhere to the Americans with Disabilities Act (ADA) compliancy guidelines. In the event the proposer is unable to provide the applicable documents to the Town in an ADA-compliant format, all applicable documents must be submitted in the original format (Word, PowerPoint, etc.) and the Town can convert the document(s) at a cost of \$2.95 per page or the current contracted rate. The proposer shall be solely responsible for all associated fees. For questions or requests to the Town to convert applicable documents, contact the Town at 501 Bay Isles Road, Longboat Key, Florida 34228, 941.316.1999, or email the Town at ADACompliance@longboatkey.org. For information on providing documents in an ADA-compliant format, please refer to the U.S. Department of Health and Human Services Website regarding digital communications <https://www.hhs.gov/accessibility.html>."

**TOWN OF LONGBOAT KEY FLORIDA
RFP # 19-060, BUILDING PLANS REVIEW AND INSPECTION SERVICES
SUBMITTED PROPOSAL FORM**

The undersigned proposer declares that the only person or parties interested in this RFP as principals are those named herein, that this proposal is made without any understanding, contract, or connection with any other person, firm, or corporation providing a proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. The proposer understands that this proposal must be manually signed in ink, otherwise it will be considered unresponsive and subject to rejection.

The undersigned proposer represents that the proposer accepts, and that this proposal complies with, the RFP Documents; that proposer has carefully examined the RFP Documents for the designated Services. Proposer affirms that proposer has carefully examined the location of the designated Services and, from its own investigations, is satisfied as to the nature and location of the Services, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the Services, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the Services or its performance.

The undersigned proposer proposes, and agrees if this proposal is accepted, that it will contract with the Town to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Services, and furnish all the materials and equipment specified or referred to in the RFP Documents in the manner and time herein prescribed, and according to the requirements of the Town as therein set forth.

Under provisions of Chapter 112, Florida Statutes, proposer must disclose with proposal the name of any officer, director, or agent who is also an employee of the Town of Longboat Key. Proposer must disclose on an attachment (provided by proposer) entitled "Submitted Bid Conflict of Interest" the name of any Town employee who owns, directly or indirectly, a five percent (5%) or more interest in the proposer's firm or any of its branches, or in the firm of any subcontractor to this proposal. Absence of such an attachment represents proposer's certification of no such employee.

Proposer acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in proposal pricing. If an addendum is issued, the Addendum Acknowledgement sheet must be signed and submitted with the proposal package at the time and due date of the proposal.

ADDENDUM #	ADDENDUM DATE	ADDENDUM #	ADDENDUM DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned proposer understands that the Town reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in any proposal. The proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled RFP opening.

Having carefully examined the RFP Documents, proposer agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire services (including mobilization and demobilization), and to execute an agreement for services and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the RFP Documents and will completely perform the services in strict accordance with the terms of the RFP Documents.

The undersigned proposer acknowledges that services to be performed shall conform to all Town codes and regulations. Services must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Hours of operation that services can be performed on site, excluding emergency issues and special exceptions, begin at 8:00 a.m. and run through 5:00 p.m. Monday through Saturday in accordance with Town Code, Chapter 130.

(Signature of Proposer)

(Typed name of Proposer)

Doing Business As: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

**PUBLIC ENTITY CRIMES
FORM
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)**

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]

by _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is: _____
City, State and Zip _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)
Date: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

PROPOSER:

Print or type name of entity

By: _____
Signature

Print or type name

Print or type title

Date

DRUG FREE WORKPLACE CERTIFICATION
(continued)

(MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL)

State of _____, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by

_____, who is personally known to me or has
produced _____, as identification and who did (did not) take an oath and who

acknowledged before me that he executed the same for the purposes therein expressed on behalf of
said corporation.

NOTARY PUBLIC: _____

Typed Name: _____

Commission Expires: _____

EXHIBIT 1
**INSTRUCTION ON HOW TO
PREPARE AND SEND
PERFORMANCE SURVEYS**

The objective of this process is to identify the past performance of the Consultants submitting a proposal for the solicited RFP. This is accomplished by sending survey forms to past clients. The clients should return the survey forms directly to the Consultant. The Consultant is to include all surveys in their proposal.

SENDING THE SURVEYS

1. The surveys shall be sent to all past and current clients for the Consultant.
2. The Consultant is responsible for verifying that its information is accurate prior to submission as part of the proposal.
3. The past client/owner shall evaluate the Consultant and complete the survey.
4. The Consultant shall complete the following information for each client that a survey will be sent:
 - **Client Name:** Name of company or institution that the work was performed for (e.g. Beach School District; City of New Beach)
 - **Contact Full Name:** The first and last name of the person who will answer and complete the survey form regarding the Consultant
 - **Contact Phone Number:** Phone number of the reference (including area code)
 - **Email Address:** Current email address for the reference
 - **Contract Term:** Date of the contract or agreement terms with renewals.

PREPARING THE SURVEYS

1. The Consultant is responsible for sending out a survey to the clients. The survey can be found on the next page.
2. The Consultant should enter the clients contact information on each survey form for each reference.
3. The Consultant is responsible for ensuring all surveys are completed correctly and included in their proposal under Tab 3.
4. The Town's Purchasing Manager (or designee) may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, no credit will be given for that reference.

PERFORMANCE SURVEY QUESTIONNAIRE



TOWN OF LONGBOAT KEY

RFP 19-060, BUILDING PLAN REVIEW AND INSPECTION SERVICES

Consultant Information

Client/Reference Information

From:	To:
Company:	Company:
Phone:	Phone:
Email:	Email:

Services performed:
Contract / Agreement dates including renewals:

Client:

Rate each of the criteria on a scale of 1 to 10, with 1 representing that you were very unsatisfied (and would never hire the company again) and 10 representing that you were very satisfied (and would hire the company again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank. Once completed, return survey to the Consultant.

Criteria	Unit	Score
1. Professionalism and ability to manage workload	(1 – 10)	
2. Ability to communicate with staff and general public	(1 – 10)	
3. Ability to resolve issues promptly	(1 – 10)	
4. Ability to follow protocol	(1 – 10)	
5. Ability to maintain proper documentation	(1 – 10)	
6. Ability to offer solid recommendations	(1 – 10)	
7. Had proper resources and personnel by which to provide services	(1 – 10)	
8. Customer service skills	(1 – 10)	
9. Overall client satisfaction in plans reviews	(1 – 10)	
10. Overall client satisfaction in inspection services	(1 – 10)	

Printed Name of Reference

Signature of Reference

EXHIBIT B

FEE SCHEDULE

Proposers shall provide an inclusive hourly rate for all services.

Proposers shall complete this Fee Schedule and submit under Tab 6 in the Proposer's proposal.

Position	Hourly Rates		
	Standard	After 5:00 P.M. and Saturdays	Sundays and Town Holidays
Florida Licensed Residential Plan Reviewer	\$100.00	\$130.00	\$150.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	\$100.00	\$130.00	\$150.00
Florida Licensed Residential Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Commercial Inspector	\$100.00	\$130.00	\$150.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	\$100.00	\$130.00	\$150.00
Florida Licensed Plumbing Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Electrical Inspector	\$95.00	\$125.00	\$140.00
Permit Technician	\$65.00	\$95.00	\$97.50
Florida Licensed Residential Inspector	\$100.00	\$130.00	\$150.00
Florida Licensed Commercial Inspector	\$100.00	\$130.00	\$150.00
Florida Licensed Plumbing Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Electrical Inspector	\$95.00	\$125.00	\$140.00
Florida Licensed Damage Assessment	\$95.00	\$125.00	\$140.00

To ensure a standardized basis for the comparison of the various fee schedules, all fee schedules must be completed.

The Town will compensate the Contractor(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the Contractor(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the Contractor(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit 4, Reimbursable Cost Schedule.

EXHIBIT C

TOWN OF LONGBOAT KEY, FLORIDA



REIMBURSABLE COST SCHEDULE

1. Reproduction Cost		
A. Regular Copying	Single Side	Double Sided
	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subconsulting Services	Actual Costs	
3. Special Consultants	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with a request for Town services to be provided. This reimbursement cost schedule shall supersede all prior oral or written statements or agreements.

To:	Tom
From:	Kari
Date:	8/30/2022
Subject:	Signature approval

Tom-

Attached for your signature is a renewal and price increase amendment with SAFEbuilt Florida for plans review and building inspections. Allen and you decided an increase is reasonable. This is their first of two renewals.

Thanks-

Kari

DocuSigned by:



FINANCE 21435...

Balance in FY22 \$75,912

402.10.55.531.3104

**AMENDMENT 1
FOR
RFP 19-060 BUILDING PLAN REVIEW AND INSPECTION SERVICES**

THIS AMENDMENT 1 (hereinafter "Amendment") to a Professional Services Agreement for building plan review and inspection services is hereby entered into as of the Amendment Effective Date defined below, by the **Town of Longboat Key, Florida** (hereinafter "Town"), 501 Bay Isles Road, Longboat Key, Florida 34228, a political subdivision of the State of Florida and **SAFEbuilt Florida, LLC** (hereinafter "Consultant"), whose address is 18001 Gulf Drive, Redington Shores, Florida 33708.

WHEREAS, the Town and the Consultant entered into that Professional Services Agreement, effective July 15, 2020, (the Agreement), for the purpose of providing building plan review and inspection services for the Town as more fully set out in the Agreement; and

WHEREAS, the original term of the Agreement was for a two (2)-year time period; and

WHEREAS, the Town has the option of extending the Agreement for two (2) additional one (1)-year extension terms; and

WHEREAS, the parties mutually agree to extend the Agreement for the first one (1)-year extension term; and

NOW, THEREFORE, the Town and the Consultant hereby agree as follows:

1. The term of the Agreement is extended for a one (1)-year term commencing on July 15, 2022, and continuing through July 14, 2023.
2. The Amendment Effective Date shall be the date that the Town executes this Amendment.
3. The Parties agree to the unit pricing increase in accordance with Attachment A. The unit pricing increase shall be effective the date that the Town executes this Amendment.
4. E-Verify. The Consultant and its sub-contractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Consultant agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to the Agreement. Notwithstanding, if the Town has a good faith belief that Consultant has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a sub-contractor performing work under the Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the Agreement, the Town shall promptly notify Consultant and order Consultant to immediately terminate the contract with the sub-contractor. Consultant shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on Consultant's failure to comply with the E-Verify requirements referenced herein.
5. The Agreement, as amended by this Amendment, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of the day and year last written below. The Town and the Consultant have signed this Amendment in two originals in counterpart. One counterpart each has been delivered to the Town's Purchasing Manager and to the Consultant.

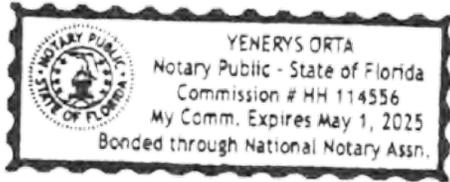
Attest:

As to SAFEbuilt Florida, LLC

By: *[Signature]*
Signature

Date: August 29, 2022

Seal:



CONSULTANT

SAFE BUILT FLORIDA, LLC

By: *[Signature]*
Signature (Authorized Representative)

Print Name: Gary Amato

Print Title: Chief Administrative Officer

Date: August 29, 2022

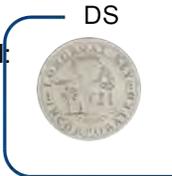
Attest:

As to Town of Longboat Key, Florida

By: *[Signature]*
Trish Shinkle, Town Clerk

Date: 8/30/2022

Seal:



TOWN

Town of Longboat Key, Florida

By: *[Signature]*
Thomas A. Harmer, Town Manager

Date: 8/30/2022

Review of Amendment as to Form

By: *[Signature]*
Maggie D. Mooney, Esq., Town Attorney

ATTACHMENT A TO AMENDMENT 1

FEE SCHEDULE

Position	Hourly Rates		
	Standard	After 5:00 P.M. and Saturdays	Sundays and Town Holidays
Florida Licensed Residential Plan Reviewer	\$104.00	\$130.00	\$150.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	\$104.00	\$130.00	\$150.00
Florida Licensed Residential Inspector	\$98.80	\$125.00	\$140.00
Florida Licensed Commercial Inspector	\$104.00	\$130.00	\$150.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	\$104.00	\$130.00	\$150.00
Florida Licensed Plumbing Inspector	\$98.80	\$125.00	\$140.00
Florida Licensed Electrical Inspector	\$98.80	\$125.00	\$140.00
Permit Technician	\$67.60	\$95.00	\$97.50
Florida Licensed Residential Inspector	\$104.00	\$130.00	\$150.00
Florida Licensed Commercial Inspector	\$104.00	\$130.00	\$150.00
Florida Licensed Plumbing Inspector	\$98.80	\$125.00	\$140.00
Florida Licensed Electrical Inspector	\$98.80	\$125.00	\$140.00
Florida Licensed Damage Assessment	\$98.80	\$125.00	\$140.00



Agenda Memo

To: Kenneth City Town Council

From: Rob Duncan, Interim Town Manager

Date: 11/10/2022



Subject: Aclarian Turn-Key Staffing and ERP Solution

Summary

At the October 12, 2022 council meeting, Town Council approved the authorization for the Interim Town Manager to negotiate a final contract with Aclarian. Aclarian was selected through a formal RFP solicitation seeking quotes for accounting and finance professional staffing and an Enterprise Resources Planning (ERP) solution.

Financial Impact:

Annual / 5 Year Price

- | | | |
|--|-----------|----------------|
| 1. Accounting / Finance Outsourced Professional Staffing | \$ 46,200 | / N/A |
| 2. Enterprise Resources Planning (ERP) Solution - Core | \$ 12,060 | / \$56,700 |
| 3. ERP Technology Solution Transition | \$ 53,375 | (one time fee) |

Recommendation:

Approve the execution of the Aclarian Agreement for Turn-Key Staffing and an ERP Solution.

Proposed Motion(s):

(Approve – Deny) The authorization for the Mayor to sign the final negotiated contract with Aclarian as approved through the formal RFP process.

Town of Kenneth City Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE TOWN OF KENNETH CITY

AND

ACLARIAN LLC

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 (“Effective Date”) by and between the TOWN OF KENNETH CITY, FLORIDA, a Florida municipal corporation, ("Town"), 6000 54th Avenue North, Kenneth City, FL 33709 and ACLARIAN LLC, a Florida limited liability company (“Consultant”) 4240 W. Morrison Avenue, Tampa, FL 33629.

WHEREAS, the Consultant will provide a Turn-Key Outsourced Accounting and Finance Staffing and ERP Solution, as set forth in RFP #2022-04 attached hereto as Exhibit “A” (“Services,” as further defined below) and as provided in Consultants Response to RFP #2022-04, dated September 8, 2022, attached hereto as Exhibit “B”; and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon the fees for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Definitions.

1.1.“Accounting / Finance Outsourced Staffing” shall be defined as Professionals contracted through Aclarian LLC who have the primary responsibility for performing governmental accounting and finance services on behalf of the Town of Kenneth City.

1.2.“Anniversary Date” shall be defined as the Licensee’s use of the software which commences upon completion of Phase I of the Software implementation and shall automatically renew on the one (1) year anniversary of said date, and on the anniversary of said date each year thereafter.

1.3.“Effective Date” shall be defined as of the Effective Date of the Agreement.

1.4.“ERP Technology Solution” shall be defined as the Enterprise Resources Planning Technology Solution referred to herein as “Aclarian” or “Software”.

1.5.“ERP Technology Solution Transition” shall be defined as the Finance Professionals contracted through Aclarian LLC who will lead and manage the transition of the new ERP solution on behalf of the Town of Kenneth City.

Town of Kenneth City Professional Services Agreement

1.6. "Licensee" shall be defined as Town.

1.7. "Licensor" shall be defined as Consultant.

1.8. "Proprietary Information" shall be defined as all proprietary or non-public information owned or created by Licensor, including the Software, and any know-how, trade secrets, data, materials, inventions, copyrights, trademarks, or discoveries that are necessary or substantially related to the Software.

1.9. "Software" shall be defined as the accounting program known as "Aclarian," and any software products related thereto provided by its affiliated subcontractors or third-party vendors, including but not limited to human resources and payroll related software, as well as any technical information or documentation relating thereto.

2. Grant of License.

2.1. **Scope of License.** Licensor grants to Licensee a non-exclusive, limited license to use the Software solely for the internal business purposes of employees of Licensee that are involved in the accounting, financials, and operations of Licensee. Licensee's rights in the Software shall be limited to those expressly granted in this Agreement. Licensee shall not distribute, rent, resell, lease, sublicense, or otherwise disclose or transfer the Software to any third party (including but not limited to competitive businesses) without Licensor's express written consent, and subject to additional license fees. Licensee shall not modify, reverse engineer, decompile, or create derivative works of the Software. Any use which exceeds the scope of the license grant shall constitute a breach of this Agreement, and shall be subject to emergency injunctive relief and the payment of any related attorneys' fees and court costs incurred by Licensor. Licensor acknowledges that Licensee shall be the sole and exclusive owner of the financial, accounting and customer information input into the Software for Licensee's use.

2.2. **Maintenance and Support.** For the duration of this Agreement, Licensor will provide, at no charge to Licensee, maintenance and support. Maintenance refers to modifications, such as patches, corrections, and updates, as needed to ensure the software is functioning as intended. With regard to Support, Licensor shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to resolving errors. An error is defined as a verifiable and reproducible failure of the Licensor's software product to operate as intended under normal use, and where the error is directly attributable to the Licensor's software product as updated with current modifications. Support is available through the interactive "Help" feature within the Licensor's software. Support does not include implementation of the Licensor's standard software product, onsite or remote training, or development and installation of custom enhancements specifically requested by the Licensee in addition to the standard software product. Pricing for implementation services, onsite and remote training, and custom enhancements is disclosed in Exhibit A.

3. Scope of Services.

3.1. Consultant shall provide the Services set forth in the RFP #2022-04, Section II attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

Town of Kenneth City Professional Services Agreement

3.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement to the Town.

3.3. The Town agrees to provide the appropriate resources and access to applicable software needed to conduct Town Services, and network folders and files containing relevant source data needed for transaction processing, reconciliations, and other required accounting and finance functions.

4. Compensation and Payment.

4.1. Compensation for Services provided by Consultant shall be in accordance with the RFP #2022-04 Response dated September 8, 2022, attached hereto as Exhibit “B”.

4.2. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4.3. No travel or per diem reimbursement expenses will apply to this agreement, unless expressly approved by the Town in advance. All bills for any travel expenses that are authorized shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the Town’s policy for travel expense.

4.4. Consultant shall deliver an invoice to the Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager. Town will pay compensation to Consultant for Outsourced Accounting / Finance staffing services based on a fixed monthly amount of \$3,850.00 for the Services.

4.4.1. Town will pay compensation of \$56,700 for 5 years to Consultant for ERP Technology Solution in exchange for the grant of license to use the Software. An initial payment of \$11,340 (20%) will be paid upfront and the remaining \$45,360 (80%) upon completion of full implementation Phases I, II, and III.

4.4.2. Town will pay the Lead and Manage ERP Transition fee of \$53,375 as outlined in Exhibit B in three stages.

4.4.2.1. A mobilization payment of \$32,025 (60%) will be paid upon the start of the Implementation Phased Approach (Phase I) outlined in Exhibit B.

4.4.2.2. A second payment of \$8,006.25 (15%) will be paid upon the completion of the implementation Phased Approach (Phase II) outlined in Exhibit B.

4.4.2.3. The final payment of \$13,343.75 will be paid upon the completion and full acceptance of the implementation Phased Approach (Phase III) outlined in Exhibit B.

4.4.2.4. Consultant shall deliver an invoice to the Town at the beginning of the month for ERP Technology and Transition fees detailing Services completed and the amount due to Consultant

Town of Kenneth City Professional Services Agreement

under this Agreement. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5. Term.

5.1. This Agreement shall become effective upon the Effective Date and shall continue for a term of five (5) years, unless earlier terminated in accordance with Section 6. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to one additional 5-year term (the “Renewal Option”) under a fee structure to be negotiated by both parties. This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Consultant no later than sixty (60) days prior to the date of termination of the initial term or the applicable Renewal Option term.

5.2. The Consultant agrees that time is of the essence and the Consultant shall perform and complete the Services within the time frames as agreed upon by the Consultant and the Town Manager or their designee.

6. Termination.

6.1. Outsourced Accounting / Finance Staffing

6.1.1. The Town Manager or the Consultant, without cause, may terminate this Agreement specific to Outsourced Accounting / Finance Staffing upon thirty (30) calendar days written notice to the other party, or immediately with cause.

6.1.2. Upon receipt of the Town's written Notice of Termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

6.1.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 6.1.4.

6.1.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written Notice of Termination or the date of expiration of this Agreement.

6.2. ERP Technology Solution

6.2.1. The Town Manager or the Consultant, without cause, may terminate this Agreement specific to the ERP Technology Solution “Aclarian” upon thirty (30) calendar days written notice to the other party, or immediately with cause.

6.2.2. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination.

Town of Kenneth City Professional Services Agreement

6.2.3. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written Notice of Termination or the date of expiration of this Agreement.

6.2.4. Upon termination, Consultant shall disable Licensee's account on the Licensor's web-based software application.

It is understood that the either party shall have the right to terminate Outsourced Accounting / Finance Staffing and the ERP Technology Solution independently of each other. The termination of Consultant Services does not automatically terminate the ERP Technology Solution or software service and vice versa.

7. Town's Responsibilities.

7.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.

7.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

8. Data Security and Privacy.

8.1. In the course of providing the Software and related services under this Agreement, Licensor will employ information security and physical security safeguards, procedures and practices to protect the privacy and security of Licensee's data that Licensor receives, accesses, uses, creates, or discloses. Such safeguards shall be at least equal to industry standards and be reasonably appropriate to protect against accidental or unlawful destruction, loss, alteration or unauthorized third-party disclosure or access of Licensee's data. Licensor shall make a good faith effort to detect, respond to, and mitigate data security incidents, and to notify Licensee of any such incidents involving Licensee's data as soon as reasonably practicable and in accordance with applicable laws.

8.2. Secure Protection and Handling of Data. Without limiting the foregoing, the Licensor and its subsidiaries shall at a minimum use all reasonable efforts to establish and maintain reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards of all Consultant owned or leased hardware/software including network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments and business continuity/disaster recovery and security plans that are designed to protect the Town's information against and to prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or Data used in connection with the Town's information and the operation of the Licensor's and its subsidiaries' businesses ("Breach"). Likewise, Licensor agrees to maintain network security that conforms to generally recognized industry standards (see "8.12.

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Industry Standards”) and best practices that Licensor then applies to its own network. The Licensor will also comply with all applicable HIPAA requirements and any other state and federal rules and regulations regarding security of information.

8.3. Data Security. Licensor agrees to preserve the confidentiality, integrity and accessibility of MEMBERS data with administrative, technical and physical measures that conform to generally recognized industry standards (see “8.11. Industry Standards”) and best practices that Licensor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

8.4.Data Storage. Licensor agrees that any and all of the Town’s data will be stored, processed, and maintained solely on designated target servers and that none of the Town’s data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Licensee’s designated backup and recovery processes and encrypted in accordance with “8.7. Data Encryption”.

8.5.Data Transmission. Licensor agrees that any and all electronic transmission or exchange of system and application data with the Town and/or any other parties expressly designated by the Town shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “8.8. Data Re-Use”.

8.6.Data Encryption. Licensor agrees to store all the Town’s backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Licensor further agrees that any and all of the Town’s data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key NU Data Protection Standards p. 2 April 20, 2012 for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

8.7.Data Re-Use. Licensor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Licensor. Licensor further agrees that no Town data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Town.

8.8.End of Agreement Data Handling. Licensor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all Town data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the Town whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A—see <http://csrc.nist.gov/>. However, in no circumstance shall Licensor destroy or delete the

Town of Kenneth City Professional Services Agreement

Town's data until verification that all data retention necessary to comply with Florida Record Retention Schedules is met by Licensor, or such data has been provided to the Town to ensure compliance with Florida Record Retention laws.

8.9. Security Breach Notification. Licensor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. Pursuant to this contract, Licensor affirms that Licensor and its subsidiaries have not been notified of and have no knowledge of any event or condition that would reasonably be expected to result in, any such breach. If a breach, or other incident occurs or is reasonably suspected which could result in the destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or Data used in connection with the Town's information, Licensor shall immediately, but no later than 48 hours after Licensor becomes aware of or reasonably suspects any such destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or Data, notify the Town by telephone, email and written correspondence.

Vendor further hereby agrees and affirms that in the instance of any breach, unauthorized distribution, use, access, misappropriation or compromise or misuse of any information technology system or Data containing "personal protected information" of the Town, its employees, or other persons contained within such information, Licensor shall, at its own cost and expense, and only following receipt of approval from the Town, perform all statutory notifications to the affected individuals whose data was compromised, any necessary Federal or State Regulators, and all national credit reporting services within thirty (30) days as required under Florida Statute § 501.171, and/or any Federal or other State requirements governing such personal protected information as may be required under HIPAA and/or any other promulgated rules or regulations of Federal or State law.

Licensor further agrees that, in addition to any other remedies available to the Town under law or equity, Licensor will reimburse the Town in full for all costs incurred by the Town in investigation and remediation of any breach caused by Licensor.

8.10. Right to Audit. The Town or an appointed audit firm (Auditors) has the right to audit the Licensor and the Licensor's sub-vendors or affiliates that provide a service for the processing, transport or storage of the Town's data. The Town will announce their intent to audit the Licensor by providing at a minimum two weeks (10 business days) notice to the Licensor. This notice will go to the Licensor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Licensor's premises, the Licensor will allow the Auditors access to their site. Where necessary, the Licensor will provide a personal site guide for the Auditors while on site. The Licensor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Licensor will make necessary employees or contractors available for interviews in person or on the phone during the

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time frame of the audit. In lieu of the Town or their appointed audit firm performing their own audit, if the Licensor has an external audit firm that performs a certified Type II SAS 70 review, the Town has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified Type II SAS 70 review for testing the controls that have an impact on the Town's data. Audits will be at the Town's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the Licensor.

8.11. Industry Standards. Generally recognized industry standards, when applicable, include but are not limited to the current standards and benchmarks set forth and maintained by the: a. Center for Internet Security - see <http://www.cisecurity.org> b. Payment Card Industry/Data Security Standards (PCI/DSS) - see <http://www.pcisecuritystandards.org/>. c. National Institute for Standards and Technology - see <http://csrc.nist.gov> d. Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov> e. ISO/IEC 27000-series - see <http://www.iso27001security.com/> f. Organization for the Advancement of Structured Information Standards (OASIS) - see <http://www.oasis-open.org/>.

8.12. Licensor Warranty. Licensor (i) warrants that the services provided in this agreement will be in substantial conformity with the information provided in Licensor's response to the RFP #2022-04 and agrees to inform the Town promptly of any material variation in operations from that reflected in the Response; and (ii) agrees that any material deficiency in operations from those as described in the Response will be resolved promptly and in the event a resolution is not timely reached, in no event shall the resolution take longer than seven (7) days, such a material deficiency shall be deemed a material breach of this Agreement. .

9. Cyber Liability Defense and Indemnification

9.1. Notwithstanding any other provisions in the Agreement, Licensor hereby covenants and agrees to defend, indemnify and hold harmless the Town, its employees, agents and assigns from any and all claims, fines, penalties, or judgments, in whatever form which may arise out of any breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or otherwise compromise or misuse of or relating to any information technology system or data in the possession of Licensor which belongs to or pertains to information obtained from the Town.

10. Subconsultants.

10.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

10.2. Consultant may only utilize the services of a subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

10.3. The Town agrees that during the term of this engagement and for a period of one year after the expiration or termination date of this Agreement, the Town will not solicit, hire, contract with, or engage the services of any person providing services to the Town on behalf of the

Town of Kenneth City Professional Services Agreement

Consultant without the prior written consent of the Consultant. The Town acknowledges that Aclarian LLC personnel may be subject to agreements restricting their right to contract with or solicit business from the Town other than their service through Aclarian LLC.

11. Consultant's Responsibilities; Representations and Warranties.

- 11.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Work or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Work or Services.
- 11.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 11.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
- 11.4.** It is understood and agreed by Contractor and the Town that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of the Agreement. It is also understood and agreed that each local entity will establish its own contract with Aclarian, be invoiced therefrom and make its own payments to Aclarian in accordance with the terms of the contract established between the new governmental entity and Aclarian. It is also hereby mutually understood and agreed that the Town is not a legally bound party to any contractual agreement made between Contractor and any entity other than the Town.
- 11.5.** This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties.

12. Consultant's Employees.

- 12.1.** The Consultant shall at all times have a competent English-speaking supervisor who thoroughly understands the Work, who shall, as the Consultant's agent, supervise, direct and otherwise conduct the Work. Consultant's employees shall serve the public in a courteous, helpful, and impartial manner.
- 12.2.** Consultant shall, upon receipt of a written request from the Town, immediately exclude any employee of Consultant from providing Work under this Agreement.

Town of Kenneth City Professional Services Agreement

12.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

12.4. All references in this Agreement to the Consultant shall include Consultant's employees or sub-Consultant, wherever applicable.

13. Indemnification.

13.1. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

13.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

13.3. The provisions of this section shall survive termination of this Agreement.

14. Insurance.

14.1. The Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of:

14.1.1. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

Town of Kenneth City Professional Services Agreement

- 14.1.2. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or sub-Consultants. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Consultant and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 14.1.3. Professional Liability.** Professional Liability Errors and Omissions insurance coverage in an amount not less than \$1,000,000 per occurrence.
- 14.2. Certificate of Insurance.** Consultant shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 14.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 14.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 14.5.** The provisions of this section shall survive termination of this Agreement.

15. Ownership and Access to Records; Audits.

Town of Kenneth City Professional Services Agreement

- 15.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 15.2.** During the term of this Agreement and for three (3) years from the date of termination the Consultant shall allow Town representatives access, during reasonable business hours, to Consultant’s and, if applicable, sub-Consultant’s records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Consultant was paid for services not performed, upon receipt of written demand by the Town, the Consultant shall remit such payments to the Town.

16. Public Records.

- 16.1.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.2.** Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.3.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.4.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Town of Kenneth City Professional Services Agreement

- 16.5. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.6. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.7. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Town Clerk, 6000 54th Avenue North, Kenneth City, FL 33709, (352) 429-2141. Email: Town57@kennethcityfl.org.**

17. Independent Contractor.

- 17.1. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees.
- 17.2. Consultant further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide worker's compensation insurance for any employee or agent of Consultant rendering services to the Town under this Agreement.
- 17.3. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 17.4. All employees and sub-Consultants of the Consultant shall be considered to be, at all times, the sole employees or sub-Consultants of Consultant, under its sole discretion and not an employee, Consultant or agent of the Town.

18. Compliance with Laws.

- 18.1. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 18.2. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Consultant shall secure and maintain all permits, fees, licenses, and inspections

Town of Kenneth City Professional Services Agreement

necessary for the execution of the Work, and upon termination of this Agreement for any reason, Consultant shall transfer such permits, if any, and if allowed by law, to the Town.

19. Prohibition of Contingency Fees.

19.1. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

20. Public Entity Crimes Affidavit.

20.1. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

21. Nondiscrimination.

21.1. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

22. Waiver.

22.1. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. Nonassignability.

23.1. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

24. Severability.

24.1. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

25. Survival of Provisions.

Town of Kenneth City Professional Services Agreement

25.1. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. Counterparts.

26.1. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

27. Entire Agreement/Modification/Amendment.

27.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

27.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

28. Governing Law and Venue.

28.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Pinellas County, Florida.

29. Attorneys' Fees and Waiver of Jury Trial.

29.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

30. Conflict of Interest.

30.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

31. Protection of Property and Public Safety.

31.1. The Consultant shall continuously maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement.

Town of Kenneth City Professional Services Agreement

31.2. The Consultant shall take all necessary precautions for the safety of employees or sub-contractors in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and Local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

32. Accident Prevention and Regulations.

32.1. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and sub- Consultant shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Consultant responsible for same.

33. Background Checks.

33.1. The Consultant will be responsible for maintaining current background checks on all employees and sub-Consultant employees involved in the performance of the Services. Background checks must be performed prior to the performance of any Services by the employee under this Agreement if requested by the Town Manager. Written verification of any background checks must also be provided to the Town at the request of the Town Manager.

34. Notices.

34.1. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

35. Agreement Documents.

35.1. The following documents shall, by this reference, be incorporated and made a part of this Agreement:

- 35.1.1.** Professional Services Agreement
- 35.1.2.** Exhibit A: RFP #2022-04
- 35.1.3.** Exhibit B: RFP #2022-04 Aclarian Response
- 35.1.4.** Exhibit C: Certificate of Insurance
- 35.1.4.1.** Americans with Disabilities Act Affidavit
- 35.1.4.2.** Public Entity Crimes Affidavit

Town of Kenneth City Professional Services Agreement

- 35.1.4.3.** No Conflict of Interest or Contingent Fee Affidavit
- 35.1.4.4.** Anti-Kickback Affidavit
- 35.1.4.5.** Business Entity Affidavit
- 35.1.4.6.** Anti-Collusion Affidavit
- 35.1.4.7.** Scrutinized Company Certification
- 35.1.4.8.** Drug-Free Workplace Certification

[THIS SPACE LEFT INTENTIONALLY BLANK]

Town of Kenneth City Professional Services Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF KENNETH CITY

ACCLARIAN LLC

By: _____
Robert Howell, Mayor

By: _____
Name: _____
Title: _____

Attest:

Witness:

By: _____
Jocilyn Martinez
Interim Town Clerk

By: _____

Approved as to form and legal sufficiency:

Witness:

By: _____
Weiss Serota Helfman Cole + Bierman, P.L.
Town Attorney

By: _____

Addresses for Notice:

Town of Kenneth City
Attn: Town Clerk
6000 54th Avenue North
Kenneth City, FL 33709

_____ (telephone)

townmanager@kennethcityfl.org

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Town of Kenneth City
Attn: Town Attorney
6000 54th Avenue North
Kenneth City, FL 33709

_____ (telephone)

sjohnston@wsh-law.com

With a copy to:

_____ (telephone)
_____ (email)

Town of Kenneth City Professional Services Agreement

EXHIBIT A

PROPOSAL OR SCOPE OF SERVICES

The Scope of Services are those contained in the RFP 2022-04 Turn-Key Outsource Solutions For Accounting and Finance Staffing and an ERP Technology Solution, attached hereto as Exhibit A and incorporated herein by reference.

Town of Kenneth City Professional Services Agreement

EXHIBIT B

FEE SCHEDULE

The Fee Schedule is that of which is contained in the RFP 2022-04 Acclarian LLC Response to Turn-Key Outsource Solutions For Accounting and Finance Staffing and an ERP Technology Solution, attached hereto as Exhibit B and incorporated herein by reference.

Additional Services: The Town may from time-to-time request additional services that are not listed in the agreement.

The parties agree to negotiate in good faith the terms and conditions by which the Consultant would be willing to perform such additional services.

Town of Kenneth City Professional Services Agreement

EXHIBIT C

CERTIFICATE OF INSURANCE

REQUIRED DOCUMENTATION

Town of Kenneth City Professional Services Agreement

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID OR PERFORM THE SERVICES.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF CUTLER BAY AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Consultant Initials

Town of Kenneth City Professional Services Agreement

Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

Town of Kenneth City Professional Services Agreement

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Consultant Initials

No Conflict of Interest or Contingent Fee Affidavit

1. Consultant warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation.
2. Consultant also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances.
3. Further, Consultant acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Consultant should the Consultant be selected for the performance of this contract.

Consultant Initials

Town of Kenneth City Professional Services Agreement

Anti-Kickback Affidavit

No portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and/or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Consultant Initials

Business Entity Affidavit

Consultant hereby recognizes and certifies that no elected official, board member, or employee of the Town of Cutler Bay (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Consultant or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Consultant. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Consultant. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Consultant recognizes that with respect to this transaction or bid, if any Consultant violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Consultant may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Consultant Initials

Anti-Collusion Affidavit

1. Consultant has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Consultant, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Consultant, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of

Town of Kenneth City Professional Services Agreement

any other Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Cutler Bay or any person interested in the proposed Contract.

Consultant Initials

Scrutinized Company Certification

1. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Consultant Initials

Drug-Free Workplace Certification

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that it does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug

Town of Kenneth City Professional Services Agreement

abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Consultant Initials

Town of Kenneth City Professional Services Agreement

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

**Notary Public (Print, Stamp, or Type as
Commissioned)**

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath