



AGENDA

SPECIAL COMMISSION MEETING

6:00 PM - Friday, April 5, 2024

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. PRESENTATIONS / PROCLAMATIONS
7. CONSENT AGENDA
 - 7.1. Town Hall Emergency Generator 5 - 40
[Agenda Item Report - AIR-24-045 - Pdf](#)
 - 7.2. Police Department Assessment - Mayor Mohammed 41

To authorize the town manager to hire an independent consultant to evaluate the police department and present a fair and unbiased assessment of the department strengths, weaknesses and provide a blueprint to move the department forward

[Agenda Item Report - AIR-24-043 - Pdf](#)
 - 7.3. Vacant Positions to be Budgeted - Mayor Mohammed 42 - 48

To fund vacant recommended positions and create new positions

[Agenda Item Report - AIR-24-038 - Pdf](#)
 - 7.4. Early Learning Coalition Match Letter - Mayor Mohammed, Interim Town Manager Ghany 49 - 52

They are requesting \$2,186

[Early Learning Match Letter](#)
[Early Learning statement](#)
[Early Learning Leads](#)
 - 7.5. Human Resources Consulting Services 24-02 - Mayor Mohammed 53 - 67

To award bid to hire HR Consultant Services

[Agenda Item Report - AIR-24-052 - Pdf](#)
[040324 - Pembroke Park - Client Services Agreement](#)
[Addendum - HR](#)

7.6.	Abatement - Brand Lighting Corp - Mayor Mohammed	68
	To rescind 2023 licensing fee & penalties of 449.00 Agenda Item Report - AIR-24-054 - Pdf	
7.7.	CAS for 25th Street Project	69 - 78
	03-20-24-SW25thStADDITIONALSERVICES-CompleteProposal	
8.	RESOLUTIONS	
9.	ORDINANCES	
9.1.	ORDINANCE NO. 2024-003 - Mayor Mohammed	79 - 83
	AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 15, ENTITLED "CREATION OF DEPARTMENTS;" ESTABLISHING THE POSITIONS OF TOWN MANAGER, TOWN CLERK, PUBLIC WORKS DIRECTOR, BUILDING OFFICIAL, TOWN ATTORNEY, FINANCE DIRECTOR, TOWN PLANNER AND CHIEF OF POLICE AS CHARTER OFFICERS ENGAGED BY AND REPORTING DIRECTLY TO THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.	
	2024-003 Creation of Departments	
10.	OLD BUSINESS	
10.1.	GRANTS - Mayor Mohammed	84 - 86
	List of Grant Projects - updated 09-27-23 TPP Police Grant Information 2024	
11.	NEW BUSINESS	
11.1.	Employee Training - Mayor Mohammed	
11.2.	Building Department Contract Renewal - Interim Town Manager Ghany Extend the Safe Built Contract on a month-to-month Basis until a Building Official is hired.	87 - 290
	03 13 2023 Town of Pembroke Park - Piggyback PSA 3.13.2023	
11.3.	Amnesty Program expired as of 4/30/2022, recommend extending the program until 01/31/2026. This program assists residents who have financial hardship. - Chief Code Compliance Officer Ramirez	291 - 342
	To extend the amnesty program until 01/31/2026	

[Amnesty Program Extension Request - Pdf](#)

- 11.4. DISCUSSION - Elimination of Districts - Clerk Commissioner Hodgkins / Town Attorney Horowitz
- 11.5. Termination of Police Chief - Commissioner Jacobs
- 11.6. ARPA Funds - Interim Town Manager Ghany 343 - 432
 - Purchase ambulance
 - Full-time employee for Fire Dept.
 - Parks Master Plan

[Agenda Item Report - AIR-24-023 - Pdf](#)

[PS ARPA UPDATED](#)

[Ambulance BSO Osage Rescue Proposal 11-8-23](#)

[PS ARPA Pallet Jack](#)

[PS ARPA RESTROOMS 3150 SW 52 Ave. Pembroke Park\(March 6th Revised\)](#)

[PS RECYCLING TRUCK](#)

[ARPA DrawDown REVISED](#)

[Park Playground R P Oglesby 3 area Package 2024](#)

[Parks Preserve Park Fitness Package 2024](#)

[ARPA MD7 FSA Buyers Order 2](#)

[ARPA FSA Bid MD7 DR NEXT2024](#)

- 11.7. Parks Master Plan Proposal - Interim Town Manager Ghany 433 - 450
[Agenda Item Report - AIR-24-060 - Pdf](#)

12. ATTORNEY COMMENTS

13. TOWN MANAGER COMMENTS

14. COMMISSIONER COMMENTS

Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

15. ANNOUNCEMENTS

- 15.1. Farm Share Food Giveaway, Saturday, April 6th at 9:00 am until 12 noon at the Preserve Park
CANCELLED Regular Commission Meeting, Wednesday, April 10, 2024 at 7:00 PM
Special Magistrate Hearing, Wednesday, April 17, 2024 at 9:00 AM
Workshop Commission Meeting, Wednesday, April 24, 2024 at 6:00 PM

16. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, 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.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To:

Subject: Town Hall Emergency Generator

Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Engineering design for the back up generator at Town Hall.

FINANCIAL IMPACT:

\$124,333.00

POLICY IMPLICATIONS:

The Town currently has a continuing services contract with Craven Thompson.

ATTACHMENTS:

[2352_001](#)

[2359_001](#)

[Craven Thompson](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Mar 21 2024
Jacobs Horowitz, Interim Town Attorney	Approved - Mar 21 2024
Christian Noel, Accounts Payable	Pending
Marlen Martell, Town Clerk	None

March 15, 2024

Mr. Tom Positano, CFM
Deputy Public Services Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**RE: EMERGENCY GENERATOR TOWN HALL
CTA PROPOSAL NO. 2024-S04.050**

Dear Tom:

We are pleased to submit this proposal for Professional Consulting Services in connection with the Emergency Generator for Town Hall per the Technical Memorandum prepared by Calvin Giordano & Associates. The proposed work will include surveying, civil site, electrical and architectural design for a new emergency generator for Town Hall. CTA shall provide engineering services, in accordance with the Professional Services Agreement RFQ 22-03 dated March 29, 2022. Specifically, our proposed scope of services and fees are as follows:

CRANEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

EMERGENCY GENERATOR

I. SURVEYING SERVICES

- 1.1 Design and Topographic Survey (CTA Task No. 11020)
Prepare a Design and topographic survey of the rear area behind Town Hall. The Survey will meet current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in Chapter 5J-17 of the Florida Administrative Code. The design survey will locate aboveground visible improvements (i.e., buildings, pavement, slabs, fences, signs, trees and utility features), within the fifty (50') feet of the rear of the building. Elevations will be taken at regular intervals within the site and include the Finish Floor of the building, slabs, pavement, sidewalk, and bulkhead cap. All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on Florida Department of Transportation (FDOT), or National Geodetic Survey (NGS) Benchmarks.

Lump Sum.....\$7,500.00

Approximate time of completion: three - four (3-4) weeks, after receipt of Notice to Proceed (weather permitting).

II. ENGINEERING SERVICES: CIVIL, ELECTRICAL, ARCHITECTURAL SERVICES

- 2.1 Civil Site Engineering (CTA Task No. 31025)
Prepare miscellaneous site improvement plans for the proposed emergency generator including grading, pavement improvements, markings and signage and other site improvements. Task also includes meeting with Town and other agencies. Task includes one (1) electronic set of plans, technical specifications, probable cost estimates for 60%, 90%, 100% reviews and bid assistance.

Lump Sum.....\$15,660.00

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

2.2 Electrical Engineering

(Provided by Quantum Electrical Engineering, Inc.)

- All coordination meetings and site visits with CTA Design Team, Florida Power & Light Co. (FPL), and Town of Pembroke Park.
- Includes any on-site investigations to verify/develop electrical as-built information for portions of the electrical distribution system impacted by this project.
- Includes a 30-day electrical load test at up to (2) locations within the existing electrical distribution system.
- Design demolition plans for the existing Town Hall electrical main switchboard, automatic transfer switch (ATS) and emergency generator system. Includes design of temporary power systems to maintain power during construction and for the transfer of all existing electrical feeders from existing main switchboard to new main switchboard.
- Design new emergency generator system for existing Town Hall Building. Includes design of new generator in weatherproof enclosure with subbase (diesel) fuel tank, conduit and conductor systems, plan layouts, electrical details, electrical calculations and oneline/riser diagrams.
- Design new main distribution switchboard and automatic transfer switch (ATS) for Town Hall Building. Includes electrical modifications to existing distribution system for the addition of a new electrical room, grounding plans, convenience lighting and power plans, conduit and conductor systems, plan layouts, electrical details, electrical calculations and one-line/riser diagrams.
- Design fire alarm modifications for the addition of new electrical room. Includes plan layouts, fire alarm details, fire alarm calculations and fire alarm riser diagrams.
- The electrical system design shall be based on National Electrical Code, Florida Building Code, Town Codes and NFPA Standards.

Lump Sum.....\$33,437.00

2.3 Architectural Services (Provided by PGAL)

Basic Services

1. Schematic Design
 - a. Preliminary code analysis to ensure proposed alterations maintain building code compliance with the 2023 Florida Building Code and ADA requirements.
 - b. Space plan layout of new electrical room and building systems concepts.
 - c. One Schematic Design Phase meetings is included.
 - d. Review with client. Revise as necessary for approval.
 - e. Any significant changes to the design or program changes after approval of Schematic Design would be considered additional services.
2. Design Development
 - a. Develop plans and sections.
 - b. Provide preliminary interior material selections, if required
 - c. One Design Development Phase meeting is included.

CRANEN-THOMPSON & ASSOCIATES INC.

3. Construction Documents
 - a. Life safety drawing, demolition drawings, floor plans, reflected ceiling plans, details, wall sections, building sections, schedules, and specifications.
 - b. Structural Engineering for new exterior electrical room/generator.
 - c. One Construction Document Phase meeting is included.
4. Permitting and Bidding
 - a. Signed and sealed drawings shall be provided to the Owner for the Building Permit Submittal
 - b. Respond to any questions/comments from jurisdictional agencies and Contractor(s).
 - c. Preparation of any addenda.

Lump Sum.....\$19,315.00

- 2.4 Prepare and Process On-site Engineering Permit Applications (CTA Task No. 31080)
 Prepare and process permit applications and supporting documents through appropriate state and local agencies including:

- Town of Pembroke Park
- Assist Contractor with Building Department Permit

BCEPGMD licenses for generator fuel containment, Building Permit and Broward County Environmental Review license to be obtained by Contractor.

Lump Sum.....\$9,560.00

III. CONSTRUCTION OBSERVATION SERVICES

- 3.1 Civil - Limited Construction Observation Services (CTA Task No. 31120)
 Attend pre-construction meeting with the Contractor, review and approve shop drawings, provide responses to RFI's, attend progress meetings and perform general periodic site reviews as required to determine, in general, if the work is being performed in a manner that when completed it will be in accordance with the contract documents. Site visits are anticipated to be a total of three (3) per week for a total of (24) visits for the Project. Construction is estimated to last two (2) months, (8 weeks) for all disciplines. Review record drawings prepared by Contractor, attend final walkthrough with Contractor, review final punch list, and prepare Statement of Completion of construction documents. City of Pembroke Park will provide the majority of the inspections and reports necessary for certification.

Construction services include: shop drawing reviews & approvals, RFI - Responses, four (4) periodic site visits during construction, review of electrical pay requests, one (1) Start-up / Testing and one (1) Final Inspection.

Hourly, Not-to-Exceed.....\$23,057.00

CRANEN THOMPSON & ASSOCIATES INC.

3.2 Electrical Limited Construction

(Provided by Quantum Electrical Engineering, Inc.)

- Includes attending an on-site pre-construction meeting.
- Includes preparation of conformed documents.
- Includes electrical shop drawings submittals reviews & approvals.
- Includes (4) site observation visits.
- Includes requests for information reviews & approvals.
- Includes substantial, startup and final completion inspections.
- Includes record drawings based on Contractor "Red Line Plan Mark-ups."

Hourly, Not-to-Exceed \$9,669.00

3.3 Architectural Construction Administration (Provided by PGAL)

- a. Attendance at one pre-construction meeting.
- b. Review of contractor's shop drawings and information submittals pertaining to the architectural elements.
- c. Respond to "Request for Information" (RFIs) from the contractor.
- d. Provide Punch List

Hourly, Not-to-Exceed \$5,135.00

IV. REIMBURSABLE EXPENSES

4.1 Reimbursable Expenses (CTA Task No. XPEN)

Reimbursable expenses shall include printing, mylars, copying, postage, photographic services, Federal Express and courier services.

Budget, Estimate \$1,000.00

FEE SUMMARY - EMERGENCY GENERATOR

I.	SURVEYING SERVICES	\$7,500.00
II.	ENGINEERING SERVICES-CIVIL- ELECTRICAL - ARCHITECTURAL SERVICES.....	\$77,972.00
III.	CONSTRUCTION OBSERVATION SERVICES	\$37,861.00
IV.	REIMBURSABLE EXPENSES	\$1,000.00
	GRAND TOTAL	\$124,333.00

PROJECT SCHEDULE

Authorization to Proceed to Bid Advertisement 6 Months

~~CRANE~~ THOMPSON & ASSOCIATES INC.

SERVICES NOT INCLUDED

Additional services will be performed as authorized in writing by the Client.
Additional services include but are not limited to the following:

1. Environmental Permitting or Consulting Services.
2. Water and Storm Drainage Improvements/Calculations.
3. Exterior Improvements
4. Site Planning.
5. Landscape Architectural and Tree Removal permitting Services.
6. Geotechnical Testing (shall be provided by client if required).
7. Utility locates and test holes (shall be provided by client if required).
8. Permit Fees
9. Material testing.
10. Services required by additional governmental regulations which might be put into effect after the date of this agreement.
11. Any additional services requested by Client.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions as specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



PATRICK J. GIBNEY, P.E.
Vice President, Engineering

PJG/tg

CRAVEN THOMPSON & ASSOCIATES INC.

Tom Positano

From: Stephanie Woodbury
Sent: Wednesday, October 11, 2023 3:27 PM
To: Tom Positano
Subject: FW: Projects Update Meeting Request



Stephanie Woodbury
Executive Assistant to the Public Services Director, Town of Pembroke Park
954-966-4600 ext. 238 | swoodbury@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Jenna Martinetti <JMartinetti@cgasolutions.com>
Sent: Wednesday, July 26, 2023 5:48 PM
To: JC Jimenez <jcjimenez@tppfl.gov>; Aleem Ghany <aghany@tppfl.gov>
Cc: Jorge Cervantes <jcervantes@cgasolutions.com>; Stephanie Woodbury <swoodbury@tppfl.gov>
Subject: Projects Update Meeting Request

Hi JC and Aleem,

I am writing to let you know that Jorge will be transitioning to a different role within our parent company (Safebuilt) and will no longer be taking on electrical engineering design projects for CGA.

Unfortunately, he is our only *design* electrical engineer which now poses a problem with the Generator, AC and IT room projects.

I would like to request a meeting to discuss this with you.

Please let me know your availability for Friday afternoon or next week as I know you are ready to move forward with these projects.

Thank you!

Jenna Martinetti, PE
Director of Engineering



"/> Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.766.2796 | Fax: 954.921.8807

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

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AGREEMENT

Between

Town of Pembroke Park

and

Craven Thompson & Associates, Inc

for

CIVIL ENGINEERING CONSULTANT SERVICES

RFQ22-03 Date - Tuesday, March 29, 2022

A-1

AGREEMENT

THIS IS AN AGREEMENT made and entered into this _____ day of _____ 2022
by and between:

TOWN OF PEMBROKE PARK, a municipal
Corporation of the State of Florida, (hereinafter
referred to as "TOWN")

and

Craven Thompson & Associates, Inc., a Corporation
authorized to do business in the State of Florida,
(hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of
May 15th, 2022 authorized by motion the execution of this Agreement between
CONSULTANT and TOWN authorizing the performance of services in connection with a
continuing contract for Civil Engineering Consultant Services; and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project
for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions
contained herein, the parties hereto, do agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which
follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and
are therefore agreed upon by the parties.

- 2.1. **AGREEMENT:** Means this document between the TOWN and CONSULTANT
dated May 31st, 2022 and any duly authorized and executed Amendments to Agreement.
- 2.2. **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at the site and
on review of documentation submitted by the Contractor that by its issuance recommends that
TOWN pay identified amounts to the Contractor for services performed by the Contractor at the
Project.

- 2.3. **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.
- 2.4. **TOWN:** The Town of Pembroke Park, a municipal corporation of the State of Florida.
- 2.5. **COMMISSION:** The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.
- 2.6. **CONSTRUCTION COST:** The total construction cost to TOWN of all elements of the Project designed or specified by the CONSULTANT.
- 2.7. **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 2.8. **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship, and other requirements for construction of the entire Project, including any bidding information.
- 2.9. **CONSULTANT:** Craven Thompson & Associates, Inc., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 2.10. **CONTRACT ADMINISTRATOR:** The Town Engineer / Public Services Director of the Town of Pembroke Park, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 2.11. **CONTRACTOR:** One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.
- 2.12. **ERROR:** A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that led to materials and/or equipment being ordered and/or delivered where additional cost are incurred.
- 2.13. **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS:** A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 2.14. **NOTICE TO PROCEED:** A written Notice to Proceed with the Project issued by the Contract Administrator.
- 2.15. **OMISSION:** A scope of work missed by the CONSULTANT, including a quantity miscalculation, which was later discovered and added by Change Order. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

- 2.16. **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 2.17. **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.
- 2.18. **PRELIMINARY PLANS:** The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings, and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 2.19. **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the TOWN 's discretion.
- 2.20. **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by, and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.
- 2.21. **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the TOWN.
- 2.22. **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

To establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

- 3.1. The CONSULTANT shall perform the following professional services: Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2. TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

- 4.1. Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2. CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices, and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

- 5.1. The Project will be divided into "Tasks."

A-5

- 5.2. Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).
- 5.3. Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:
 - 5.3.1. Providing additional copies of reports, contract drawings and documents; and
 - 5.3.2. Assisting TOWN with litigation support services arising from the planning, development, or construction.
- 5.4. Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5. If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6

TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1. The initial term of this Agreement shall be for three (3) years from the date of this Agreement. The TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.
- 6.2. CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 6.3. Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed (NTP). CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.
- 6.4. In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.
- 6.5. The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1. AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1. Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

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7.2. REIMBURSABLES EXPENSES

- 7.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost.

Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order.

Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursables shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.
 - B. Identifiable testing costs approved by Contract Administrator.
 - C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
 - D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).
- 7.2.2. Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.
- 7.2.3. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of TOWN's

obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3. METHOD OF BILLING

7.3.1. Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number monthly in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4. METHOD OF PAYMENT

- 7.4.1. TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2. TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.
- 8.2. TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3. In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Director's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

- 9.1. The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist the TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on TOWN 's Purchasing Ordinance.
- 9.2. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with the TOWN's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. If negotiations between the TOWN and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices

or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.3. CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.
- 9.4. CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.
- 9.5. The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6. If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.
- 9.7. The TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8. The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.
 - 9.8.1. It is specifically agreed that any change to the work identified as an error on the part of the CONSULTANT shall be considered for purposes of this agreement to be an additional cost to the TOWN which would not be incurred without the error.
 - 9.8.2. It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to the TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, the TOWN shall not look to the CONSULTANT for reimbursement for errors and omissions.

- 9.8.3. Should the sum of the two as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT errors and omissions from the CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.
- 9.8.4. To obtain such recovery, the TOWN shall deduct from the CONSULTANT's fee enough to recover all such additional cost to the TOWN.
- 9.8.5. In executing this Agreement, the CONSULTANT specifically agrees to the reasonableness of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.
- 9.8.6. The Contract Administrator's decision as to whether a Change Order is caused by an error or caused by an omission shall be final and binding.

ARTICLE 10 TOWN'S RESPONSIBILITIES

- 10.1. TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2. TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3. TOWN shall review the itemized deliverables/documents identified per Task Order.
- 10.4. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates, and Consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys, and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2. TERMINATION

11.2.1. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. If the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. If the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

11.2.2. This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3. Notice of termination shall be provided in accordance with Section 11.28, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provided in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.28, NOTICES.

11.2.4. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

11.3. AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

11.4. PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records required by TOWN to perform the services under this Agreement;

- b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
- d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT (954) 966-4600, townclerk@tppfl.gov, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6. MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7. PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida

Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8. SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

11.9. SUB-CONSULTANTS

11.9.1. CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the

proposed Sub-Consultant, including Subconsultant's scope of work and fees, for review and approval by the TOWN prior to Subconsultants proceeding with any work.

- 11.9.2. CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

(or attach as an exhibit if more appropriate)

11.10. ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.9.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.11. INDEMNIFICATION OF TOWN

- 11.11.1. CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims

for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.11.2. It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights, and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.11.3. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.12. INSURANCE

11.12.1 CONSULTANT shall provide and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

- A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.
- B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and Town's Risk Manager. Sub-Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and Town's Risk Manager on a Task Order by Task Order basis.
- C. The CONSULTANT shall provide the Risk Manager of the TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the TOWN shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the TOWN may carry in its own name.

- D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.12.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability

Bodily Injury and Property

Combined Single Limit

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Personal Injury \$1,000,000

Products/Completed Operations \$1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured

Employees included as insured

Broad Form Contractual Liability Waiver of Subrogation

Premises/ Operations

Products/Completed Operations

Independent Contractors

11.12.3 AUTOMOBILE BUSINESS

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured

Employees included as insured

Waiver of Subrogation

11.12.4 WORKERS' COMPENSATION

Limits of Liability

Statutory State of Florida

11.12.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible	not to exceed 10%

11.12.6 The Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

11.12.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the TOWN shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN.
- B. The TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.13. REPRESENTATIVE OF TOWN AND CONSULTANT

11.13.1. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.13.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.14. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.15. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to benefit a third party directly or substantially by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.18. CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by written contract, from having any conflicts as within the meaning of this Section.

11.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11.20. WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 to 11 of this Agreement shall prevail and be given effect.

11.25. APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.27. THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.28. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Public Services Director
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Telephone: (954) 966-4600

With a copy to: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

CONSULTANT: Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, Florida 33309
Telephone: (954) 739-6409

11.29. ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.30. PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use, and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.31. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by

which the TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.32. EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.33. STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

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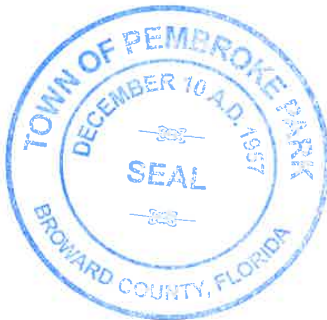
AGREEMENT

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Susan Reutlinger
Arian Reutlinger
(Witness print name)
Stephanie Woodbury
Stephanie Woodbury
(Witness print name)

(CORPORATE SEAL)



TOWN

TOWN OF PEMBROKE PARK

By [Signature]
GEOFFREY JACOBS, Mayor

By [Signature]
J.C. JIMENEZ, Town Manager

ATTEST:

[Signature]
MARLEN D. MARTELL, Town Clerk

Approved as to form:

[Signature]
MELISSA P. ANDERSON,
Town Attorney

CONSULTANT

WITNESSES:

Craven Thompson & Associates, Inc.

Tammy Taylor

Tammy Taylor

(Witness print name)

By [Signature]

Name: Patrick Gibney

Title: Vice President

Jennifer MacDonald

Jennifer MacDonald

(Witness print name)

ATTEST:

By [Signature]

(CORPORATE SEAL)



STATE OF FLORIDA COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 14th day of June, 2022, by PATRICK J. GIBNEY and ALEX McDONALD respectively, of CRAVEN THOMPSON + ASSOC.

They are ☒ personally known to me or ☐ have produced _____ as identification.

(SEAL)



Patricia A. Gilbert
Notary Public, State of
(Signature of Notary Taking Acknowledgment)

PATRICIA A. GILBERT
Name of Notary Typed, Printed or Stamped

3/23/2026
My Commission Expires

HH201434
Commission Number

A-28

AGENDA ITEM REPORT



To: Town Commission
Subject: police Department Assessment
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The police department has been operating for one year and with accreditation evaluation pending we need to evaluate the department and get in on track to pass assessment.

RECOMMENDATION:

To authorize the town manager to hire an independent consultant to evaluate the police department and present a fair and unbiased assessment of the department strength weaknesses and provide a blueprint to move the department forward

AGENDA ITEM REPORT



To: Town Commission
Subject: Vacant Positions to be Budgeted
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department: Finance
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The town is short on staff specially critical positions

RECOMMENDATION:

To fund vacant recommended positions and create new positions

ATTACHMENTS:

[position](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

	HIRE DATE	Now	Employment Term (Yrs)	HOME DEPARTMENT	FRS Code	FRS Rate
Finance	01/28/2019	Now	#VALUE!	000002-Finance and Budget	HA/PA	13.6%
Finance	01/18/2012	Now	#VALUE!	000002-Finance and Budget	HA/PA	13.6%
				000002-Finance and Budget		
Building	08/03/2021	1/0/1900	(121.67)	000003-Building	HA/PA	13.6%
Building	10/31/2022	1/0/1900	(122.92)	000003-Building	HA/PA	13.6%
Building	07/30/2001	1/0/1900	(101.65)	000003-Building	HA/PA	13.6%
Building	02/22/2021	1/0/1900	(121.23)	000003-Building	HA/PA	13.6%
				000003-Building		
code	05/15/2023	1/0/1900	(123.45)	000004-Code	HA/PA	13.6%
code director	01/27/2014	1/0/1900	(114.15)	000004-Code	HA/PA	13.6%
				000004-Code		
IT	07/06/2020	1/0/1900	(120.60)	000005-IT	HM/PM	34.5%
				000005-IT		
admin	09/02/2019	1/0/1900	(119.75)	000006-Clerk's Office	HA/PA	13.6%
admin	02/05/2024	1/0/1900	(124.18)	000006-Clerk's Office	HA/PA	13.6%
Town clerk	07/22/2019	1/0/1900	(119.64)	000006-Clerk's Office	HM/PM	34.5%
admin	01/13/2022	1/0/1900	(122.12)	000006-Clerk's Office	HA/PA	13.6%
comm asst	07/29/2019	1/0/1900	(119.66)	000006-Clerk's Office	HA/PA	13.6%
				000006-Clerk's Office		
	TBD	1/0/1900	TBD	000100-Administration	HA/PA	13.6%
	TBD	1/0/1900	TBD	000100-Administration	HA/PA	13.6%
admin to manager	04/24/2019	1/0/1900	(119.39)	000100-Administration	HA/PA	13.6%
				000100-Administration		
PW Director/act manager	05/22/2023	1/0/1900	(123.47)	000101-Sewer	HM/PM	34.5%
PW asst manager	08/14/2023	1/0/1900	(123.70)	000101-Sewer	HA/PA	13.6%
PW Executive	06/21/2004	1/0/1900	(104.55)	000101-Sewer	HA/PA	13.6%
				000101-Sewer		
Outside Maintenance	11/13/2023	2/22/2024	0.28	000112-Roads	HA/PA	13.6%
Outside Maintenance	06/11/2012	2/22/2024	11.71	000112-Roads	HA/PA	13.6%
Outside Maintenance	01/23/2023	2/22/2024	1.08	000112-Roads	HA/PA	13.6%
Outside Maintenance	08/24/2015	2/22/2024	8.50	000112-Roads	HA/PA	13.6%
				000112-Roads		
Outside Maintenance	07/24/2023	1/0/1900	(123.65)	000113-Parks	HA/PA	13.6%
Outside Manager	08/06/2005	1/0/1900	(105.67)	000113-Parks	HA/PA	13.6%
Outside Maintenance	10/01/2023	1/0/1900	(123.84)	000113-Parks	HA/PA	13.6%
Outside Maintenance	11/07/2022	1/0/1900	(122.94)	000113-Parks	HA/PA	13.6%
				000113-Parks		
	TBD	1/0/1900	TBD	000200-Commission	HA/PA	13.6%
commissioner	08/31/2021	1/0/1900	(121.75)	000200-Commission	NA	0.0%
commissioner	04/01/2019	1/0/1900	(119.33)	000200-Commission	NA	0.0%
commissioner	03/20/2023	1/0/1900	(123.30)	000200-Commission	NA	0.0%
commissioner	03/12/2003	1/0/1900	(103.27)	000200-Commission	NA	0.0%
commissioner	03/20/2023	1/0/1900	(123.30)	000200-Commission	NA	0.0%
				000200-Commission		
Outside Maintenance	04/03/2023	1/0/1900	(123.34)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	01/03/2023	1/0/1900	(123.09)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	11/30/2015	1/0/1900	(115.99)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	01/22/2024	1/0/1900	(124.15)	000201-Stormwater	HA/PA	13.6%

Outside Maintenance	10/06/1997	1/0/1900	(97.83)	000201-Stormwater	NA	0.0%
	000201-Stormwater					
police	11/06/2023	1/0/1900	(123.93)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	07/29/2022	1/0/1900	(122.66)	000400-Police	HB/PB	32.7%
police	03/13/2023	1/0/1900	(123.28)	000400-Police	HB/PB	32.7%
police	01/08/2024	1/0/1900	(124.11)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police/pw	TBD	1/0/1900	TBD	000400-Police	HB/PB	32.7%
chief	07/06/2022	1/0/1900	(122.60)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	02/12/2024	1/0/1900	(124.20)	000400-Police	HB/PB	32.7%
police	08/28/2023	1/0/1900	(123.74)	000400-Police	HA/PA	13.6%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	CB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HA/PA	13.6%
police	09/26/2023	1/0/1900	(123.82)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
police	11/06/2023	1/0/1900	(123.93)	000400-Police	HB/PB	32.7%
police	08/22/2023	1/0/1900	(123.73)	000400-Police	HA/PA	13.6%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
	000400-Police					

RATE TYPE	RATE 1	Hrly Rate	OT Rate	OT Hrs (Est)(%)	OT	Annualized
H-Hourly	41.1390	\$ 41.14	\$ 61.71	4%	\$ 5,134.15	\$ 90,703.27
H-Hourly	39.7536	\$ 39.75	\$ 59.63	4%	\$ 4,961.25	\$ 87,648.74
						\$ (273,440.00)
H-Hourly	23.3310	\$ 23.33	\$ 35.00	7%	\$ 5,095.49	\$ 53,623.97
H-Hourly	15.7500	\$ 15.75	\$ 23.63	7%	\$ 3,439.80	\$ 36,199.80
S-Salary	2,389.4400	\$ 29.87	\$ -		\$ -	\$ 62,125.44
H-Hourly	21.2100	\$ 21.21	\$ 31.82	7%	\$ 4,632.26	\$ 48,749.06
						\$ (407,301.00)
H-Hourly	28.2692	\$ 28.27	\$ 42.40	10%	\$ 8,819.99	\$ 67,619.93
S-Salary	3,180.2900	\$ 39.75	\$ -		\$ -	\$ 82,687.54
						\$ (166,091.00)
S-Salary	4,655.7500	\$ 58.20	\$ -		\$ -	\$ 121,049.50
						\$ (121,049.00)
H-Hourly	22.2903	\$ 22.29	\$ 33.44	10%	\$ 6,954.57	\$ 53,318.40
S-Salary	2,192.3100	\$ 27.40	\$ -		\$ -	\$ 57,000.06
S-Salary	3,913.1300	\$ 48.91	\$ -		\$ -	\$ 101,741.38
H-Hourly	21.2100	\$ 21.21	\$ 31.82	10%	\$ 6,617.52	\$ 50,734.32
S-Salary	2,634.9700	\$ 32.94	\$ -		\$ -	\$ 68,509.22
						\$ (253,517.00)
S-Salary	4,480.0000	\$ 56.00	\$ -		\$ -	\$ 116,480.00
H-Hourly	26.0000	\$ 26.00	\$ 39.00	15%	\$ 12,168.00	\$ 66,248.00
S-Salary	2,150.4000	\$ 26.88	\$ -		\$ -	\$ 55,910.40
						\$ (230,910.00)
S-Salary	6,663.4700	\$ 83.29	\$ -		\$ -	\$ 173,250.22
S-Salary	4,644.2400	\$ 58.05	\$ -		\$ -	\$ 120,750.24
S-Salary	3,047.6000	\$ 38.10	\$ 57.14		\$ -	\$ 79,237.60
						\$ (250,866.00)
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	27.8300	\$ 27.83	\$ 41.75	15%	\$ 13,024.44	\$ 70,910.84
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	24.5637	\$ 24.56	\$ 36.85	15%	\$ 11,495.81	\$ 62,588.31
						\$ (241,345.00)
H-Hourly	21.2300	\$ 21.23	\$ 31.85	15%	\$ 9,935.64	\$ 54,094.04
H-Hourly	29.8089	\$ 29.81	\$ 44.71	15%	\$ 13,950.57	\$ 75,953.08
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
						\$ (209,848.00)
H-Hourly	25.0000	\$ 25.00	\$ 37.50	15%	\$ 11,700.00	\$ 63,700.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
						\$ (260,000.00)
H-Hourly	21.2300	\$ 21.23	\$ 31.85	15%	\$ 9,935.64	\$ 54,094.04
H-Hourly	23.0000	\$ 23.00	\$ 34.50	15%	\$ 10,764.00	\$ 58,604.00
H-Hourly	31.5000	\$ 31.50	\$ 47.25	15%	\$ 14,742.00	\$ 80,262.00
H-Hourly	24.0385	\$ 24.04	\$ 36.06	15%	\$ 11,250.02	\$ 61,250.10

H-Hourly	36.7500	\$	36.75	\$	55.13	15%	\$	17,199.00	\$	93,639.00
										\$ (359,865.00)
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	51.7093	\$	51.71	\$	77.56	20%	\$	32,266.60	\$	139,821.95
H-Hourly	31.7453	\$	31.75	\$	47.62	20%	\$	19,809.07	\$	85,839.29
H-Hourly	30.4435	\$	30.44	\$	45.67	20%	\$	18,996.74	\$	82,319.22
H-Hourly	29.5567	\$	29.56	\$	44.34	20%	\$	18,443.38	\$	79,921.32
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
S-Salary	5,200.0000	\$	65.00	\$	-		\$	-	\$	135,200.00
S-Salary	4,353.4500	\$	60.00	\$	-		\$	-	\$	124,800.00
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	24.7596	\$	24.76	\$	37.14	20%	\$	15,449.99	\$	66,949.96
H-Hourly	43.4700	\$	43.47	\$	65.21	20%	\$	27,125.28	\$	117,542.88
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
H-Hourly	22.9198	\$	22.92	\$	34.38	20%	\$	14,301.96	\$	61,975.14
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	31.0348	\$	31.03	\$	46.55	20%	\$	19,365.72	\$	83,918.10
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	24.7596	\$	24.76	\$	37.14	20%	\$	15,449.99	\$	66,949.96
H-Hourly	28.0187	\$	28.02	\$	42.03	20%	\$	17,483.67	\$	75,762.56
H-Hourly	27.4851	\$	27.49	\$	41.23	20%	\$	17,150.70	\$	74,319.71
H-Hourly	27.4851	\$	27.49	\$	41.23	20%	\$	17,150.70	\$	74,319.71
										\$ (2,051,472.00)
60										\$ (259,405.20)

PR Taxes	Total Retirement	Total Employee Ins	Total	Factor
\$ 6,938.80	\$ 12,308.43	\$ 14,700.00	\$ 124,650.50	1.37
\$ 6,705.13	\$ 11,893.93	\$ 14,700.00	\$ 120,947.80	1.38
\$ (20,918.00)	\$ (62,418.00)	\$ (50,422.00)	\$ (407,198.00)	
\$ 4,102.23	\$ 7,276.77	\$ 14,700.00	\$ 79,702.98	1.49
\$ 2,769.28	\$ 4,912.31	\$ 14,700.00	\$ 58,581.40	1.62
\$ 4,752.60	\$ 8,430.42	\$ 14,700.00	\$ 90,008.46	1.45
\$ 3,729.30	\$ 6,615.25	\$ 14,700.00	\$ 73,793.62	1.51
\$ (29,774.00)	\$ (76,470.00)	\$ (71,337.00)	\$ (584,882.00)	
\$ 5,172.92	\$ 9,176.02	\$ 14,700.00	\$ 96,668.87	1.43
\$ 6,325.60	\$ 11,220.70	\$ 14,700.00	\$ 114,933.84	1.39
\$ (12,706.00)	\$ (22,543.00)	\$ (53,657.00)	\$ (254,997.00)	
\$ 9,260.29	\$ 41,786.29	\$ 14,700.00	\$ 186,796.07	1.54
\$ (9,260.00)	\$ (41,786.00)	\$ (14,580.00)	\$ (186,675.00)	
\$ 4,078.86	\$ 7,235.31	\$ 14,700.00	\$ 79,332.56	1.49
\$ 4,360.50	\$ 7,734.91	\$ 14,700.00	\$ 83,795.47	1.47
\$ 7,783.22	\$ 35,121.12	\$ 14,700.00	\$ 159,345.72	1.57
\$ 3,881.18	\$ 6,884.65	\$ 14,700.00	\$ 76,200.14	1.50
\$ 5,240.96	\$ 9,296.70	\$ 14,700.00	\$ 97,746.88	1.43
\$ (19,317.00)	\$ (55,162.00)	\$ (56,110.00)	\$ (384,106.00)	
\$ 8,910.72	\$ 15,806.34	\$ 14,700.00	\$ 155,897.06	1.34
\$ 5,067.97	\$ 8,989.85	\$ 14,700.00	\$ 95,005.83	1.43
\$ 4,277.15	\$ 7,587.04	\$ 14,700.00	\$ 82,474.59	1.48
\$ (16,532.00)	\$ (67,997.00)	\$ (34,073.00)	\$ (349,512.00)	
\$ 13,253.64	\$ 59,805.98	\$ 14,700.00	\$ 261,009.84	1.51
\$ 9,237.39	\$ 16,385.81	\$ 14,700.00	\$ 161,073.44	1.33
\$ 6,061.68	\$ 10,752.54	\$ 14,700.00	\$ 110,751.82	1.40
\$ (19,191.00)	\$ (51,326.00)	\$ (52,740.00)	\$ (374,123.00)	
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 5,424.68	\$ 9,622.60	\$ 14,700.00	\$ 100,658.12	1.42
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 4,788.01	\$ 8,493.23	\$ 14,700.00	\$ 90,569.55	1.45
\$ (18,463.00)	\$ (32,750.00)	\$ (64,671.00)	\$ (357,229.00)	
\$ 4,138.19	\$ 7,340.56	\$ 14,700.00	\$ 80,272.80	1.48
\$ 5,810.41	\$ 10,306.83	\$ 14,700.00	\$ 106,770.32	1.41
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ (16,053.00)	\$ (28,476.00)	\$ (53,988.00)	\$ (308,365.00)	
\$ 4,873.05	\$ 8,644.09	\$ 14,700.00	\$ 91,917.14	1.44
\$ 3,978.00	\$ 23,000.00	\$ 4,200.00	\$ 83,178.00	1.60
\$ 3,978.00	\$ 23,000.00	\$ 20,600.04	\$ 99,578.04	1.91
\$ 3,978.00	\$ 23,000.00	\$ 13,176.60	\$ 92,154.60	1.77
\$ 3,978.00	\$ 23,000.00	\$ 14,055.48	\$ 93,033.48	1.79
\$ 3,978.00	\$ 23,000.00	\$ 14,055.48	\$ 93,033.48	1.79
\$ (19,890.00)	\$ (115,000.00)	\$ (67,514.00)	\$ (462,404.00)	
\$ 4,138.19	\$ 7,340.56	\$ 14,700.00	\$ 80,272.80	1.48
\$ 4,483.21	\$ 7,952.56	\$ 14,700.00	\$ 85,739.77	1.46
\$ 6,140.04	\$ 10,891.55	\$ 14,700.00	\$ 111,993.60	1.40
\$ 4,685.63	\$ 8,311.64	\$ 14,700.00	\$ 88,947.37	1.45

\$ 7,163.38	\$ -	\$ 14,700.00	\$ 115,502.38	1.23
\$ (27,530.00)	\$ (66,117.00)	\$ (76,302.00)	\$ (529,814.00)	
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 10,696.38	\$ 45,679.83	\$ 14,700.00	\$ 210,898.16	1.51
\$ 6,566.71	\$ 28,043.70	\$ 14,700.00	\$ 135,149.69	1.57
\$ 6,297.42	\$ 26,893.69	\$ 14,700.00	\$ 130,210.34	1.58
\$ 6,113.98	\$ 26,110.29	\$ 14,700.00	\$ 126,845.59	1.59
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 10,342.80	\$ 44,169.84	\$ 14,700.00	\$ 204,412.64	1.51
\$ 9,547.20	\$ 40,772.16	\$ 14,700.00	\$ 189,819.36	1.52
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 5,121.67	\$ 9,085.11	\$ 14,700.00	\$ 95,856.74	1.43
\$ 8,992.03	\$ 38,401.26	\$ 14,700.00	\$ 179,636.17	1.53
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 4,741.10	\$ 8,410.03	\$ 14,700.00	\$ 89,826.26	1.45
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 6,419.73	\$ 27,416.04	\$ 14,700.00	\$ 132,453.88	1.58
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 5,121.67	\$ 9,085.11	\$ 14,700.00	\$ 95,856.74	1.43
\$ 5,795.84	\$ 24,751.63	\$ 14,700.00	\$ 121,010.03	1.60
\$ 5,685.46	\$ 24,280.25	\$ 14,700.00	\$ 118,985.42	1.60
\$ 5,685.46	\$ 24,280.25	\$ 13,176.60	\$ 117,462.02	1.58
\$ (156,938.00)	\$ (641,735.00)	\$ (370,209.00)	\$ (3,220,354.00)	
\$ (17,250.14)	\$ (181,667.79)	\$ (92,538.80)	\$ (550,861.92)	1.51



Mr. Aleem Ghany, Town Manager
Town of Pembroke Park
3150 SW 52nd Ave,
Pembroke Park, FL 33023

Renee Jaffe
Chief Executive Officer

March 18, 2024

Board of Directors

Dear Mr. Ghany,

Laurie Sallarulo
Board Chair

On behalf of the more than 20,000 young children the Early Learning Coalition of Broward (ELC) serves throughout Broward County, we thank you for your consideration for grant support. This year, we humbly seek your assistance with a School Readiness Match contribution proportionate share request of \$2,186 (or the maximum allowable for nonprofit grants) for FY24/25 to ensure that Pembroke Park families continue to have access to childcare and early education services.

Dawn Liberta
First Vice Chair

Twan Russell
Second Vice Chair

Cindy Arenberg-Seltzer, MPA, JD
Treasurer

In fiscal year 2022-23, the School Readiness (childcare subsidy) program significantly benefited over 37 children in Pembroke Park, enabling approximately 28 parents to work or go to school. The economic relief to Pembroke Park residents through subsidizing these 37 children amounted to \$232,534. Furthermore, 2 childcare businesses in Pembroke Park received \$73,094 in subsidies from the ELC, supporting over 10 early learning educators they employ.

Monica King
Secretary

Our funding request aligns with the proportionate share formula, ensuring that the number of children in your town receiving childcare subsidies maximizes the utilization of available federal match funds from the State Legislature for Broward County. While we understand your town's numerous interests and needs, we greatly appreciate any contribution to access these federal funds.

Michael Asseff
Sharonda Baily
Richard Campillo
Kristie Castillo
Kirk Englehardt
Daniel Foganholi
Maria Hernandez
Carol Hylton
Melody McDonald
Renee Podolsky, MBA
Dr. Amoy Reid
Ellie Schrot
Traci Schweitzer
Zachary Talbot
Julie Winburn

Notably, contributions to the School Readiness Match program are matched dollar-for-dollar with federal funds, entirely benefiting children from Pembroke Park without incurring administrative or other associated costs. Your support of the ELC School Readiness program ensures quality childcare and education for Pembroke Park's children, supports local childcare businesses, and empowers economically disadvantaged families.

Thank you for considering our request and please reach out to us if you have any questions.

Sincerely,

Renee Jaffe, CEO
Early Learning Coalition of Broward County, Inc

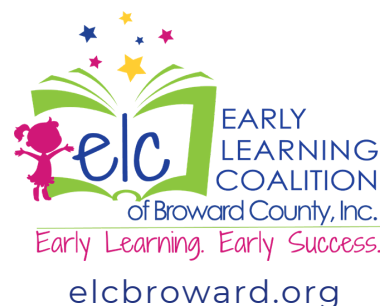


1475 W. Cypress Creek Road • Suite 301 • Fort Lauderdale, FL 33309 • (954) 377-2188 • Fax (954) 377-2192 •
www.elcbroward.org

IMPACT STATEMENT

BROWARD COUNTY

FY 2022-2023



750

The Coalition partners with hundreds of child care centers & homes across the community, providing quality education opportunities for Broward's children.

EARLY EDUCATION PROGRAMS



CHILDREN SERVED

33,785

20,190 School Readiness (SR)



13,595 VPK

ELC provides quality early learning experiences for families through subsidized child care for children from birth to 5 years old; and after-school programs up to the age of 13. ELC also oversees the state-funded Voluntary Prekindergarten (VPK) program for all 4-year-old children in Florida

28 MUNICIPALITIES

ELC's families and providers represent 28 municipalities in Broward County 67% of these cities support the Coalition and early learning experiences through match funding.



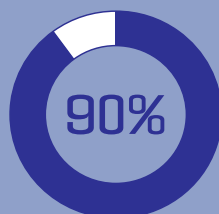
Economic Impact \$104 Million

School Readiness fees paid to childcare providers for FY 22-23 to child care providers, and the economic relief to Broward residents



7.5% Program Support

2.5% Admin



90%

TO CHILD CARE SLOTS & GRANTS

The ELC directs a *minimum* of 90% of its funding to the community in the form of child care slots and grants. 7.5% for program support and 2.5% for admin



DIVISION OF
Early Learning
LEARN EARLY. LEARN FOR LIFE.



IMPACT STATEMENT

FY 2022-2023



PEMBROKE PARK



The Early Learning Coalition of Broward County's School Readiness Program supports the working families in your city to afford the cost of quality child care.

IN YOUR CITY

CHILD CARE PROVIDERS

2

ELC partners with child care small businesses to provide high-quality education opportunities

\$73K paid to ELC provider partners to support the 10+ early learning educators employed by these centers



CHILDREN SERVED

37

City resident children receiving school readiness

**Children served countywide 20,190*



WORKFORCE SUPPORT

28

City resident parents who relied on school readiness to continue working, attend school or job training.



ECONOMIC IMPACT

\$232,534

School Readiness fees paid to child care providers on behalf of city residents in the 2022-23 Fiscal Year



**\$104,170,838 Invested Countywide School Readiness Services*

REMINDER: Your grant investment into the School Readiness program is matched dollar-for-dollar by the State of Florida, doubling your donation's impact for your city

PROUD PARTNERS





ACCORDING TO THE US DEPARTMENT OF HEALTH
AND HUMAN SERVICES NATIONAL INSTITUTES OF HEALTH,

EARLY LEARNING LEADS TO:

- ★ HIGHER TEST SCORES AND GRADES IN READING AND MATH FROM PRESCHOOL TO AGE 12
- ★ HIGHER GRADUATION RATES

VISION

All children will have high-quality early learning experiences leading to success in school and life.

MISSION

Lead and support the early learning community to promote and deliver high-quality early learning experiences to young children, accessible to all eligible families in Broward County.

BACKGROUND

The Early Learning Coalition of Broward County (ELC) is a not-for-profit 501 (c) (3) organization established in 2000 by the State of Florida to be the administrator of all publicly funded early childcare and education programs in Broward County, focusing on ages birth to age five.

IMPACT

Through our programs, ELC enrolls approximately 30,000 Broward children in approximately 750 childcare programs throughout the county while directly contributing more than \$120 million to Broward County's economy.

ELC BROWARD SERVICES OVERVIEW

THE SCHOOL READINESS PROGRAM (SR)

SR offers subsidized childcare to income-eligible parents working or enrolled in school (after-school care is eligible for school-age kids up to 13 years old).

VOLUNTARY PRE-KINDERGARTEN (VPK)

VPK is a kindergarten readiness program, free for ALL children residing in Florida at age 4, regardless of their household income.

QUALITY/EDUCATION

The ELC's Quality and Education department trains, coaches, and mentors early educators, childcare small business owners, and directors to ensure they have the tools, resources, and supports to provide quality early learning experiences.

CHILD CARE RESOURCE AND REFERRAL (CCR&R)

CCR is a service provided to all families in Broward that helps identify the best childcare and early education options to fit their needs for training, coaching, and mentoring.

954-377-2188

ELCBroward.org



AGENDA ITEM REPORT



To: Town Commission
Subject: Human Resources Consulting Services 24-02
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Mar 27 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Town recently re-bid the HR RFP for Police and Town Employees. Only 1 company responded

FINANCIAL IMPACT:

Cost Year 1 \$105,000.00

RECOMMENDATION:

To award bid to hire HR Consultant Services

ALTERNATIVES:

hire or re-bid



CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made and entered into effective as of May 1, 2024 (the "Effective Date"), by and between **RSC Insurance Brokerage, Inc., dba Risk Strategies Company** ("RISK STRATEGIES") having an office at 160 Federal Street, Boston, MA 02110, and **Town of Pembroke Park** (the "CLIENT") having an office at 3150 Southwest 52nd Avenue, Pembroke Park, Florida 33023, United States. RISK STRATEGIES and CLIENT each a "Party", and together the "Parties."

WHEREAS, CLIENT wishes to procure consulting services as more fully described herein (the "Services") from RISK STRATEGIES, and RISK STRATEGIES desires to provide the Services to CLIENT.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** During the Term, as defined below, RISK STRATEGIES will perform the Services for CLIENT as noted in the applicable Scope of Work described in Exhibit "A" attached hereto and made a part hereof.
2. **Compensation.** In consideration of the Services (Scope of Work) to be provided by RISK STRATEGIES, CLIENT agrees to pay RISK STRATEGIES the compensation listed on Exhibit "B" hereto and made a part hereof for the services (Scope of Work) described in Exhibit "A" above.
3. **Nature of Relationship.** In the performance of all services and obligations hereunder, it is mutually understood and agreed by the Parties that RISK STRATEGIES is at all times acting and performing as an independent contractor. It is further specifically acknowledged and agreed that nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein. This Agreement is not and shall not be considered an employer-employee relationship, joint venture, or partnership of any kind and neither party shall represent to any third persons that any such relationship exists.
4. **Term and Termination.** The Term of this agreement shall be for a period of three (3) years following the Effective Date and shall automatically renew for one (1) additional year. Either Party may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within 45 business days after receipt of written notice of such breach.
5. **Information Provided by CLIENT.** CLIENT shall be required to provide RISK STRATEGIES with all information reasonably required to complete the Services in a timely manner.



CLIENT shall cooperate with RISK STRATEGIES' requests for information and resources in order to complete the Services. RISK STRATEGIES will not be responsible for independently verifying the accuracy, completeness, or authenticity of any instructions or information provided to RISK STRATEGIES by the CLIENT or its designated representatives.

6. **Confidentiality.** In the course of providing the Services the Parties may disclose confidential information to each other. "**Confidential Information**" means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date, by one Party (the "Disclosing Party") to the other Party (the "Recipient"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, but not limited to, all information concerning the Disclosing Party's past, present and future business affairs including, without limitation, finances, insurance policies, customer information, products, services, organizational structure and internal practices, employees, financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Recipient that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

- (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient;
- (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party;
- (c) was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or
- (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

The Recipient shall protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care and shall only use the Confidential Information in connection with the Services.

Notwithstanding anything contained herein to the contrary, RISK STRATEGIES and the



CLIENT will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations concerning privacy of individually identifiable information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the CLIENT, as a representative of the health plans, and RISK STRATEGIES will enter into a separate Business Associate Agreement.

Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Paragraph 6 by such Party. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title or interest whatsoever to the Recipient.

7. **CLIENT Obligations.** CLIENT shall be responsible for reviewing all insurance policies for accuracy and adequacy of coverage.
8. **Acts of other Brokers & Consultants.** RISK STRATEGIES will not be responsible for deficiencies in any of CLIENT's insurance policies, coverage and programs not placed by RISK STRATEGIES. RISK STRATEGIES shall not have any liability for the acts, errors and omissions of CLIENT's previous/other brokers or advisors.
9. **ERISA Fiduciary.** To the extent that one or more of the CLIENT's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended ("ERISA") notwithstanding any other provision of this Agreement to the contrary, the parties agree and acknowledge as follows:
 - a. RISK STRATEGIES' services under this Agreement do not impose on RISK STRATEGIES or any of its affiliates a fiduciary status under ERISA; and
 - b. This Agreement does not provide RISK STRATEGIES, and the CLIENT will not cause or permit RISK STRATEGIES to assume, without prior written consent of RISK STRATEGIES, any: (i) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"); (ii) authority or control respecting management or disposition of the assets of any ERISA Plan; or (iii) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.
10. **Legal Practice.** RISK STRATEGIES will not be obligated to perform, and the CLIENT will not request performance of, any services which may constitute the practice of law. The CLIENT



will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of RISK STRATEGIES under the scope and terms as provided herein, conform in all respects with applicable local, state and federal laws, rules, and regulations (including ERISA, the Internal Revenue Code, state and federal securities laws and implementing regulations) and, to the extent that the CLIENT has foreign operations, any applicable foreign laws and regulations.

11. Limitation of Liability.

- a. No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHERPARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT,TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- b. Maximum Liability. IN NO EVENTSHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF, OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$50,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO: EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT, OR CLIENT'S FAILURE TO PAY RISK STRATEGIES AMOUNTS DUE HEREUNDER. Each party acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in this Section, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

- 12. Notices.** Any notice given under this Agreement shall be in writing and either delivered personally, sent by overnight courier, or mailed by certified mail, return receipt requested, to the addressee. Such notice shall be deemed given when so delivered personally, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by certified mail, three (3) business days after the date of mailing. Notices shall be sent to the address of the addressee stated below or to such other address as any addressee shall request by written notice.



if to **CLIENT:**

If to **RISK STRATEGIES:**

ATTN: Town of Pembroke Park	ATTN: Kurt N. Gehring
ADDRESS: 3150 Southwest 52nd Avenue, Pembroke Park, Florida 33023, United States	ADDRESS: 160 Federal Street, Boston, MA, 02110
With a Copy to:	With a Copy to: legal@risk-strategies.com

13. **Warranty.** The Services are provided on an “as is” basis. RISK STRATEGIES EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

14. **Client Conflicts.** RISK STRATEGIES has a large and broad base of clients to which it provides an array of risk, insurance brokerage, and consulting services. CLIENT may find itself in a position adverse to that taken by another RISK STRATEGIES client. In view of this, both Parties acknowledge that this Agreement does not disqualify RISK STRATEGIES, at any time, on the basis of the representation of another client.

15. **Miscellaneous.**

Jurisdiction and Venue. This Agreement and the rights of the Parties hereto shall be governed by, construed, and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts without reference to the laws of any other state or jurisdiction. The Parties agree that any legal proceeding arising out of or in connection with this Agreement or the rights of the Parties hereto must be commenced and prosecuted to conclusion in the Commonwealth of Massachusetts.

Entire Agreement. This Agreement contains the entire agreement between CLIENT and RISK STRATEGIES concerning the provision of the Services which are the subject hereof. This Agreement may only be amended by a written amendment signed by both CLIENT and RISK STRATEGIES.

Attorneys’ Fees. If a Party institutes a legal action in any court to enforce the terms of this Agreement, the prevailing Party in such litigation shall, in addition to such other relief as the court may grant, be entitled to a reasonable award of attorneys’ fees and costs.

Survival. The obligations under Section 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination of this Agreement.



Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of the Agreement shall be given effect separately from the provisions of this Agreement so determined and the other provisions shall not be affected by the illegality or unenforceability.

Headings. Headings or captions of paragraphs or sections of this Agreement are for convenience of reference only and shall not be considered in the interpretation of this Agreement.

Assignment. This Agreement will be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, including any entity with which, or into which, RISK STRATEGIES may be merged, or which may succeed to its assets or business. CLIENT will not assign this Agreement without the prior written consent of RISK STRATEGIES.

Signatures. This Agreement may be executed via facsimile or electronically, and the facsimile or electronic signature of any Party of a counterpart hereof shall be considered valid, binding, and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the Effective date.

RISK STRATEGIES

By: _____
Kurt N. Gehring
Managing Director

CLIENT:

By: _____
Print Name:
Print Title:



EXHIBIT "A" – SCOPE OF WORK

1. Assume the role of human resources director, responsible for all the Human Resources services within the organization.
2. Create and update current job descriptions and communicate recommendations.
3. Manage human resources questions from both management and staff.
4. Workers' compensation administration (the firm will be working with FMIT on workers' compensation issues).
5. Completion of an evaluation of current human resources practices and procedures.
6. Hiring, on-boarding, promotion, and separation of employees.
7. Management of employee records in accordance with applicable laws.
8. Recommendations of policies to ensure compliance with federal, state, and local standards and regulations.
9. Review of personnel policy manual and recommendations for changes.
10. Administration of employee benefits and directing of open enrollment.
11. Administration of leave policies.
12. Review of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement.
13. Handling, tracking, and reporting of employee performance issues, disciplinary actions and employee and manager complaints.
14. Entry and tracking of all status changes such as new hires, terminations, leaves, and promotions, and more.
15. Assistance with development of staff training programs related to employee conduct and soft skills, as well as monitoring of completed training programs and coaching for supervisors and management, including but not limited to sexual harassment, diversity inclusion non-discrimination, anti-retaliation, Fair Labor and Standards Act, etc. (<https://sbshrs.adpinfo.com/blog/employee-training-whats-required-whats-recommended>).
16. Regular communication to Town Manager of changes affecting labor laws or regulations.
17. Recommendations for continuous improvement of human resources policies and procedures.
18. Assistance with other tasks or needs as deemed necessary by the Town.
19. Provide evaluation reports on new hires and prospective new hires.
20. Highlight experience, expertise also include strengths and weakness.
21. Coordinate and attend Police Bargaining negotiations.
22. Manage current personnel outside contracts.
23. Provide yearly training, sexual harassment, diversity training, etc.
24. Must provide an in-house account manager maximum of 16 hours a week.
25. Attend after-hours meetings, as necessary.
26. Dispute resolutions.
27. Provide monthly reports to the Commission.



EXHIBIT "B" – COMPENSATION

Fee proposal to provide Human Resources Consulting Services (as defined in the Scope of Work) is as follows:	
Cost Year 1:	\$105,000
Cost Year 2:	\$110,250
Cost Year 3:	\$115,762
Hourly fee for work outside of the scope of work:	\$200/hr
Fee proposal to provide Non-Essential Services:	
3 Year Cost of Payroll Administration	\$60,000
3 Year Cost of Payroll Timekeeping	\$40,000
Benefits Consulting – Option 1	\$28,000
Benefits Consulting – Option 2	\$52,000
Total Rewards/Compensation Study	\$25,000

Gehring Group will invoice the Town in equal monthly installments for the cost of the services included in the Scope of Work. Payroll and Timekeeping options, if selected, will also be invoiced in equal monthly installments.

Other projects listed, and additional hourly work outside the scope of services, will be invoiced to the Town upon completion of the projects/work.

Addendum to Terms and Conditions

The following shall be included as part of the Consulting Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **RSC Insurance Brokerage, Inc., dba Risk Strategies Company** having an office at 160 Federal Street, Boston, MA 02110 ("RSG"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither RSG nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. RSG will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. RSG further agrees that RSG will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that RSG is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. RSG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of RSG. RSG agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the RSG Products and Services;

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however, the RSG Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between RSG and the Town and the Town will not be liable for any obligation incurred by RSG, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by RSG without the prior written consent of Town. For purposes of this Agreement, any change of ownership of RSG shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. RSG shall comply with Florida’s Public Records Law. Specifically, RSG shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, RSG shall destroy all copies of such confidential and exempt records remaining in its possession after RSG transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, RSG shall transfer to the Town, at no cost to the Town, all public records in RSG’s possession. All records stored electronically by RSG 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.

8.2 The failure of RSG to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing RSG with at least thirty (30) days prior, provided, however, that RSG will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppl.gov**

9. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, RSG and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

RSG: **RSC Insurance Brokerage, Inc**
ATTN: Kurt N. Gehring
160 Federal Street
Boston, MA, 02110

Copy To: **RSC Insurance Brokerage, Inc**
ATTN: Legal
160 Federal Street
Boston, MA, 02110
Email: legal@thisisRSG.com

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10. **Attorneys' Fees**

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

RSG, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

RSG certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a RSG or consultant.

13.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

13.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically

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verify the employment eligibility of newly hired employees.

13.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
ALEEM GHANY
ACTING TOWN MANAGER

APPROVED AS TO FORM.

Name: _____
OFFICE OF THE TOWN ATTORNEY

RSC INSURANCE BROKERAGE, INC

Signed By: _____

Print Name: _____

Title: _____

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AGENDA ITEM REPORT



To: Town Commission
Subject: Abatement - Brand Lighting Corp
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Mar 27 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

There was a fire at Wet Seal next door to Brand Lighting Company, 2930 SW 30th Ave., Hallandale Beach, FL 33009 on November 29, 2022. Due to the fire damage the landlord had to evacuate tenants from the property and only recently allowed some tenants to returned to the location.

RECOMMENDATION:

To rescind 2023 licensing fee & penalties of 449.00

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

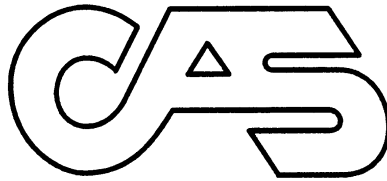
ADDITIONAL SERVICES FOR DESIGN PLAN REVISIONS AND CONSTRUCTION
MANAGEMENT AND INSPECTIONS

S.W. 25th STREET STORMWATER IMPROVEMENTS PROJECT

CAS PROPOSAL NUMBER: P 4087

TOWN OF PEMBROKE PARK

DATED: March 20, 2024



CRAIG A. SMITH & ASSOCIATES

Engineers•Surveyors•Utility Locators•Grant Specialists

1425 East Newport Center Dr
Deerfield Beach, FL 33442-7728

Tel. (954) 782-8222 Fax. (954) 786-8927



CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE – ADDITIONAL SERVICES

**PROJECT NAME: TOWN OF PEMBROKE PARK
S.W. 25th STREET STORMWATER IMPROVEMENTS**

PROPOSAL NO: P 4087

OWNER/CLIENT:

Name: Town of Pembroke Park
Attention: Ashira Mohammad - Mayor
Address: 3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 966-4600
Facsimile: (954) 966-5186

GENERAL:

The Town has directed CAS to reduce the project scope of the previously approved SW 25th Street and Vicinity Drainage Improvements Project (CAS Proposal Dated March 12, 2021 and NTP issued on April 21, 2021). The project scope is to be reduced in accordance with available 2024 project funding (Broward County Surtax and Town funds) in the amount of \$3.3 million for the construction of the project. As a result, CAS is presenting this proposal amendment to provide additional Professional Engineering services and Construction Engineering and Inspection Services (CEI) for the S.W. 25th Street Stormwater Improvements Project.

CAS's amended scope of work will include modifying the approved permitted engineering plans, revising the current specifications, bid tab and cost estimate to reflect the reduced scope of work requested by the Town to meet the available 2024 funding for the project construction. In addition, CAS will also provide bidding assistance services and CEI services to the Town. These additional services are supplementary to our original scope of services dated March 12, 2021 and your NTP dated April 21, 2021. Permitting services for the described revisions is not anticipated or included as services in this proposal. More specifically, the scope of work is as follows:



ADDITIONAL ENGINEERING SERVICES:

E53B FINAL ENGINEERING DESIGN PLANS REVISIONS

CAS will modify the current approved plans to propose work to not exceed the available 2024 funding (\$3.3 million) stipulated by the Town. Since the current plans are fully permitted, it will be advisable that the plan modifications requested do not delete existing sheets in the plans set. Instead, the portions of the plans that will not be included in the revisions will be hatched out and designated as N.I.C (Not in Contract) to indicate "Future Work". The project areas that are to be constructed in this phase will need to be tied into the existing drainage system until the remaining future phases are constructed. This will ensure the existing system will remain operational until total buildout. As discussed with the Town and Broward County Resilient Environment Department in an MS Teams meeting with CAS on March 6, 2024, the proposed areas will be noted as Phase I and will include SW 25th street, Behan Park to the proposed outfalls and all of Park Lane (priority area due to historical flooding issues). The Phase I improvements will entail the gravity storm sewer system, pump station and forcemain in these areas. **See attached Phasing Plan Exhibit for Phase I limits.**

CAS'S Lump Sum Fee for Task E53 B shall be\$12,800.00

E15B BID SPECIFICATIONS AND COST ESTIMATE REVISIONS

CAS will revise the existing cost estimate for the buildout condition to a reduced scope Phase I area. After the cost estimate is revised, the Bid Tab will be updated and added to the approved Contract Specifications. The specifications will be revised only to remove any non applicable sections to the reduced Phase I project scope being proposed.

CAS'S Lump Sum Fee for Task E15B shall be.....\$4,680.00

E15C BIDDING ASSISTANCE

CAS will assist the TOWN during bidding as follows: CAS will attend pre-bid meeting, respond to Bidder RFI's, prepare Addendums, prepare final bid comparison tabulation and submit bid award recommendation letter to the TOWN.

CAS'S Lump Sum Fee for Task E15 B shall be\$5,070.00



Note: 1. The services provided under this Task do not include revisions of plans to conform with issued Addendums. 2. CAS shall submit two (2) sets of 100% construction plans, technical specifications and Engineers Opinion of Probable Cost to the TOWN for Bidding as outlined in E53B and E15B above. 3. Bidder reference and qualifications checks will be performed by the Town and not included under this Task.

ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES:

E-9 ENGINEERING SERVICES DURING CONSTRUCTION

CAS's Engineer of Record will act as the CLIENT's Engineer and visit the site at intervals appropriate to the stages of construction to provide construction observation as necessary for certifications to the appropriate agencies. CAS will review pay request applications, negotiate change orders as necessary, conduct a final inspection with the appropriate agencies to determine if the work is acceptable, and assist the Owner with project close-out procedures.

Task E-9 fee is based on a 365 day (52 week) construction period (Budget 6 Hrs/week) for the Engineer of Record. *Should the construction extend beyond 365 days, CAS shall be compensated on a time and material basis at its contracted rates.*

CAS'S Lump Sum (LS) Fee for Task E-9 shall be.....\$60,840.00

E-10 CONSTRUCTION OBSERVATION SERVICES

CAS will act as the CLIENT's representative, monitoring construction on a weekly basis as required, to ensure the project is being constructed substantially in accordance to the Civil Engineering plans. As the CLIENT's representative, CAS will oversee required testing, conduct water main pressure tests, inspect drainage installations, inspect trench and road restoration work, review test results (i.e., densities, proctors, and LBR tests), provide weekly construction reports, and coordinate between engineers and contractor to resolve civil engineering related construction issues. Minimum observations shall include:

- Periodic water main relocations and testing;
- Periodic stormsewer installations and testing;



- Periodic Pump Station installation inspection and startups;
- Periodic subgrade, limerock, asphalt installation; and
- Final paving, grading, drainage and water main inspections.

This fee is based on a 365 day (52 week) construction period (Budget 20 Hrs/week). *Should the construction extend beyond 365 days, CAS shall be compensated on a time and material basis at its contracted rates.*

CAS'S Fee for Task E-10 shall be billed on a time and materials (T&M) basis with an estimated budget of\$130,000.00

NOTE: It is the contractor's responsibility to schedule regulatory authorities for inspections and to notify CAS of all inspections and testing with 48 hours minimum notice. CAS inspector will note any property owner related complaints in his daily inspection reports. Resident related notifications are the responsibility of the Contractor. The Town will supplement the CAS construction observations with their own Town inspectors in order to continually monitor the various phases of construction until completion. The Town will provide weekly construction reports (including photographs) for inspection dates where the Town is present and CAS is not.

E-10A SHOP DRAWING REVIEWS

CAS will review engineering related shop drawings, samples, other data and reports which the selected contractor is required to submit to the CLIENT for review, but only for the conformance with design concept of the project and compliance with the information given on the design drawings. Such review shall not extend to means, methods, techniques, sequence or procedures of construction or to safety precautions and programs incident thereto.

CAS'S Lump Sum (LS) Fee for Task E-10A shall be\$6,240.00

Note: Shop drawing review by CAS is anticipated to not exceed two (2) reviews of the shop drawings submitted prior to approval. Additional required CAS reviews due to unsatisfactory submittals by Contractor of the required shop drawings will be considered additional services.

E-10C FINAL CERTIFICATIONS

CAS will prepare the final certification documents for submittal to the appropriate permitting agencies and process record drawings (as-builts)



provided by the contractor or by other means agreed upon by both CAS and CLIENT.

CAS's certifications will ensure that CAS's periodic construction observations and review of the record drawings (provided by Contractor's Licensed Surveyor) are in general conformance with the permitted Civil engineering plans prepared by CAS.

CAS'S Lump Sum (LS) Fee for Task E-10C shall be.....\$9,360.00

NOTE: It is the contractor's responsibility to schedule regulatory authorities for inspections and to notify CAS of all inspections and testing with 48 hours minimum notice. The CLIENT and contractor shall process and prepare documents (as-builts) for dedication of improvements to regulatory authorities.

E-54A CONSTRUCTION MEETINGS AND COORDINATION

Attend minimum of one (1) construction coordination / progress meeting per month (based on 52 week construction schedule) to discuss the CLIENT review comments and any required revisions. Attend maximum of three (3) meetings with the CLIENT and Funding Agency representatives.

Task E54A fee is based on a 365 day (52 week) construction period equivalent to 12 months.

CAS'S Fee for Task E-54A shall be billed on a time and materials (T&M) basis with an estimated budget of\$3,750.00

E-54C FUNDING ASSISTANCE DURING CONSTRUCTION

This project is surtax funded under Broward County. CAS will assist the CLIENT and review and sign off on all applicable documentation as it relates to the related documentation that needs to be submitted for compliance with the funding agency requirements.

Task E54C fee is based on a 365 day (52 week) construction period equivalent to 12 months (Estimated Budget 1.5 Hrs/week).

CAS'S Fee for Task E-54C shall be billed on a time and materials (T&M) basis with an estimated budget of\$15,210.00



E-54D PUMP STATION ELECTRICAL SERVICES (SUBCONSULTANT)

Construction related Electrical services for the proposed stormwater pump station will be provided by CAS Subconsultant (Smith Engineering Consultants, Inc.). Subconsultant agreement and fees is enclosed with this proposal.

CAS'S Lump Sum (LS) Fee for Task E-54D shall be.....\$5,000.00

SUMMARY OF COSTS

CAS proposes to accomplish the professional engineering services listed for the following total time and materials and lump sum fee, which is the sum of the fees for each phase or task and its specific work:

<u>ADDITIONAL ENGINEERING SERVICES</u>	
FINAL ENGINEERING DESIGN PLANS REVISIONS	\$12,800.00
BID SPECIFICATIONS AND COST ESTIMATE REVISIONS	\$4,680.00
BIDDING ASSISTANCE	\$5,070.00
<u>ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES</u>	
ENGINEERING SERVICES DURING CONSTRUCTION	\$60,840.00
CONSTRUCTION OBSERVATION SERVICES	\$130,000.00
SHOP DRAWING REVIEWS	\$6,240.00
FINAL CERTIFICATIONS	\$9,360.00
CONSTRUCTION MEETINGS AND COORDINATION	\$3,750.00
FUNDING ASSISTANCE DURING CONSTRUCTION	\$15,210.00
PUMP STATION ELECTRICAL SERVICES (SUBCONSULTANT)	\$5,000.00
GRAND TOTAL (LS and T&M)	\$252,950.00



**TOWN OF PEMBROKE PARK
ADDITIONAL SERVICES
S.W. 25th STREET STORMWATER
IMPROVEMENTS PROJECT
CAS PROPOSAL NUMBER P 4087
PAGE 8 of 8**

Thank you for your time and effort in supporting this project and your business is appreciated. Your endorsement of this letter will be understood as CAS's Notice to Proceed with the project. If there are any questions please feel free to contact Stephen Smith at (954) 815-4111 (email: ssmith@craigasmith.com).

SUBMITTED BY:

CRAIG A. SMITH & ASSOCIATES

A blue ink signature of Stephen C. Smith is written over a horizontal line.

Stephen C. Smith, P.E.
President

Date: March 21, 2024

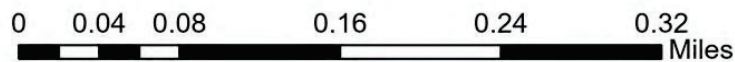
APPROVED BY:

TOWN OF PEMBROKE PARK

Ashira Mohammed
Mayor

Date: _____

PHASING PLAN



Legend:
Phase 1 ————
Phase 2 ————



**Smith Engineering
Consultants, Inc.**

August 16, 2022

Mr. Frank Vilar, P.E.
Craig A. Smith & Associates, Inc.
21045 Commercial Trail
Boca Raton, FL 33486

Re: Town of Pembroke Park Stormwater Pump Station
Electrical Engineering Services Proposal

Dear Frank:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

1. Review electrical equipment shop drawings.
2. Respond to contractor requests for information (RFI's) and review change order requests.
3. Attend up to two (2) construction meetings and/or site visits as necessary.
4. Attend substantial completion/startup and final inspections and prepare punch lists.
5. Prepare record drawings based upon contractor "as-built" drawings.

Our lump sum fee to provide the services described above is \$5,000. Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to our continued working relationship with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry M. Smith", is written over a horizontal line.

Larry M. Smith, P. E.
President

2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, FL 33409
(561) 616-3911 Fax (561) 616-3912

ORDINANCE NO. 2024-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 15, ENTITLED "CREATION OF DEPARTMENTS;" ESTABLISHING THE POSITIONS OF TOWN MANAGER, TOWN CLERK, PUBLIC WORKS DIRECTOR, BUILDING OFFICIAL, TOWN ATTORNEY, FINANCE DIRECTOR, TOWN PLANNER AND CHIEF OF POLICE AS CHARTER OFFICERS ENGAGED BY AND REPORTING DIRECTLY TO THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the Town of Pembroke Park, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the Town Commission of the Town of Pembroke Park, Florida, in an ordinance format; and

WHEREAS, after careful deliberation and the consideration of public input, the Town Commission seeks to propose an amendment to the Charter clarifying certain positions within the Town as Charter Officers engaged by and reporting directly to the Town Commission; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

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CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

ORDINANCE NO. 2024-003

WHEREAS, the Town Commission deems the proposed amendment to the Town Charter, as detailed herein, to be in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Section 9, entitled "Town Commission," of the Charter of the Town of Pembroke Park, shall be revised as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

ESTABLISHMENT OF CERTAIN POSITIONS AS CHARTER OFFICERS
REPORTING DIRECTLY TO THE TOWN COMMISSION

Section 4. At the General Municipal Election on November 5, 2024, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Pembroke Park, Florida, and shall read as follows:

The Pembroke Park Charter does not currently identify which positions in the Town report directly to the Town Commission. Shall the Town Charter be amended to establish the Town Manager, Town Clerk, Public Works Director, Building Official, Town Attorney, Finance Director, Town Planner and Chief of Police as Charter Officers engaged by and reporting directly to the Town Commission?

This proposed Charter amendment will have no financial impact to the Town.

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ORDINANCE NO. 2024-003

YES ☐ NO ☐

Section 5. **Advertisement.** The Town Clerk of the Town of Pembroke Park is hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. **Codification.** It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

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ORDINANCE NO. 2024-003

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2024.**

MAYOR ASHIRA MOHAMMED

ATTEST:

MARLEN MARTELL
Town Clerk

Approved As To Legal Form:

JACOB G. HOROWITZ
Town Attorney

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Page 4 of 4 Pages

ORDINANCE NO. 2024-003

EXHIBIT "A"

CHARTER AMENDMENT

Sec. 15. - Creation of departments.

A) For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

B) The Town Commission shall hire or engage by contact an individual or firm to serve in the following positions; Town Manager, Town Clerk, Public Works Director, Building Official, Town Attorney, Finance Director, Town Planner and Chief of Police. These positions shall be considered Charter Officers of the Town of Pembroke Park and shall report directly to the Town Commission. The Town Commission shall adopt job descriptions for each of these positions and may, by ordinance, further set forth the duties and responsibilities of each position.

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Project Title	Requested Amount	Actual	Grant Funding	Funding Source	Project Status	Engineer/Contractor	Contract start date	Contract expiration	Comments
S.W. 25th Street Stormwater Project (Design)	\$151,028 Request increased to \$220,804	220,804	\$113,271 Request increased to \$165,603	HMGP	Design is complete. Documents submitted to FDEP for design closeout/reimbursement 8/29/23. RFI submitted 9/26/23	Craig A. Smith & Associates	2020	2023	Project estimate over 4 years old, a Contract Modification has been requested for an additional \$69,776 to reflect actual cost
S.W. 25th Street Stormwater Project (Construction)	\$1,272,115	Engineers OPC \$6,127,061	\$1,272,115	Surtax	Access granted to MAP portal, Required Documents currently being uploaded in portal	TBD	2024		Will need an alternate source of funding to complete project
John P. Lyons Lane Stormwater Improvements (Design)	\$112,175	\$179,177	\$84,131	HMGP	Permitting In progress, constructions plans at 30%	Keith & Associates	2020		
Town Hall Hardening Wind Retrofit - Roof	\$0	\$243,110	\$90,000	HMGP	Performance Bond received and permit application(process#713382) and was permit issued 9/13/23. Materials currently on order	Total Roofing systems	2023		Contractor is ready to proceed once all materials have been delivered
Town Hall Hardening Wind Retrofit -Doors & Windows	\$36,000		\$61,000	HMGP	Permit issued and project is 90% complete	LGI	2020		Windows and doors have been installed, working on punch list items
Town Hall Hardening Wind Retrofit - Generator	\$400,000	\$689,000	\$400,000	HMGP	In the process of getting an electrical contractor to evaluate the building	TBD	2020		
County Line Road Stormwater Connection	\$750,000		\$750,000	Surtax	Projects have been combined and waiting for a proposal	CPC	2020		
S.W. 52nd Avenue Complete Streets	\$1,200,000		\$1,200,000	Surtax				2024	
Bike Lanes & Sidewalks Improvements	\$250,000		\$250,000	Surtax					
S.W. 52nd Avenue & South Park Road sidewalks, bike lanes and drainage	\$3,146,242		\$3,146,242	CSLIP/LAP	Meeting held with FDOT 8/22/23. Staff is obtaining training and Lap certification is ongoing	Design completed by Keith and Associates, construction contractor is TBD	2024		
GeoSCADA	\$594,289	\$594,289	\$594,289	FDEM	Grant agreement initiation form was submitted on 8/28/2023. Submission confirmed by FDEP 8/29/2023. Waiting on agreement		2023		
Vulnerability Assessment	\$200,000		\$200,000	FDEM	Waiting on Scope and fee proposal	Kimley-Horn	2023		

Police Grant Update					
Grant	Start Date	End Date	Award Amount	Amount Received	Amount Remaining
Supporting Law Enforcement Agencies in Seeking Accreditation	9/1/2022	8/31/2024	\$ 104,112.00	\$ 65,196.22	\$ 38,915.78
COPS Hiring Program	10/1/2023	9/30/2028	\$ 995,978.00	\$ 620,979.00	\$ 374,999.00
FIBER Grant I	4/14/2022	6/30/2024	\$ 178,604.93	\$ -	\$ 178,604.93
FIBRS Grant II	4/14/2022	6/30/2024	\$ 91,884.00		\$ 91,884.00
FDOT- Work Zone Safety			\$ 61,043.00	\$ -	\$ 61,043.00
FDOT- Occupant Protection and Child Passenger			\$ 30,000.00	\$ -	\$ 30,000.00
FDOT- Speeding and Aggressive Driving			\$ 78,043.00	\$ -	\$ 78,043.00
Totals			\$ 1,539,664.93	\$ 686,175.22	\$ 853,489.71

Status
Pending reporting with FDLE, meeting requested 01/08/2024
Pending reporting with FDLE, meeting requested 01/08/2024; highlight means "match amount"
Meeting with FDLE on 12/7/23: all previous administration reporting is incorrect, need to complete
a review of current funds spending, look at needs and complete Request for Grant Adjustment
Signature page sent to FDOT
Signature page sent to FDOT
Signature page sent to FDOT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF PEMBROKE PARK, FLORIDA
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between the Town of Pembroke Park, a Florida municipal corporation ("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, 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, Consultant is ready, willing, and able to perform the services previously contracted with the City of Casselberry, Florida in accordance with the Agreement entered into February 24, 2020 pursuant to the competitively solicited RFP-2020-0579, Building Official Services in addition to Amendments No. One and Two; and

WHEREAS, Municipality and the Consultant have determined that the City of Casselberry Agreement is an acceptable agreement upon which the Municipality and the Consultant shall establish a cooperative agreement; 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 Casselberry Agreement shall form the bases of this Agreement with the Municipality. A true and correct copy of the City of Casselberry Agreement is attached as Exhibit A. The City of Casselberry Agreement is hereby incorporated into the Agreement and shall be the controlling document.

2. COMMENCEMENT AND COMPLETION

The term of this Agreement commences upon full execution of this Agreement and shall expire, as per the terms of the City of Casselberry Agreement, on February 23, 2024. Contingent upon the renewal of the City of Casselberry Agreement, Municipality reserves the right to extend this Agreement for one additional one-year term provided both parties agree to the extension and such extension is approved by Municipality.

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 code compliant inspection and plan review services on an as-requested basis 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

- Pricing shall remain firm for the original term of the agreement. Pricing for renewal of service shall be based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-w), South Area, Series ID: CWUR0300SA0.

- Municipality will permit “unit price” adjustments upwardly when correlated with the CPI-W. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in the index. The allowable percent changes shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall not exceed four (4) percent of the contract unit price in effect during the preceding contract period, except that the vendor may offer price decreases in excess of the allowable percent change.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Building Official Services (Per Hour)	Standard Rate	Overtime Rate 4-hr minimum*
Licensed Building Official – On Site for Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Perform Inspection and Conduct Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Building Inspector	\$125.00	\$188.00

Additional Items **	Standard Rate
Vehicle and Fuel Usage	\$0.00
Phone and Applicable Service Charges	\$0.00
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00
Fees for Continuing Education for Licenses and Certifications	\$0.00
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00
Travel – if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hr hour minimum

**With the exception of Travel, items are included in the standard Licensed Building Official rate

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:

Juan Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

If to the Consultant:

Matt K. Causley, President
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

CC: Jeannie Fabian, Account Manager
Email: jeannie@mtcinspectors.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/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.

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 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 MARLEN MARTELL, THE CUSTODIAN OF PUBLIC RECORDS, AT 3150 SW 52ND AVENUE, PEMBROKE PARK, FL 33023, PHONE: (954) 966-4600 X 235, EMAIL: TOWNCLERK@TPPFL.GOV.

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 Broward 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 PEMBROKE PARK

By: 
Name: Matthew K. Causley
Title: President
Date: March 13, 2023

Juan C.
By: Jimenez Digitally signed by Juan C. Jimenez
Date: 2023.03.14
09:40:05 -04'00'
Name: Juan C. Jimenez
Title: Town Manager
Date: 3/13/23

EXHIBIT A

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AMENDMENT NO. 2

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 10720 Caribbean Blvd, Suite 650, Cutler Bay, Florida 33189, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Building Official Services as further described in Agreement RFP-2020-0579, approved by the CITY COMMISSION on February 24, 2020, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to renew the term;

WHEREAS, the purpose of this Amendment is to change contract rates per Article 33 for "noncurrent wage rates"; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

Renewal of the first (1) of two (2) additional one (1) year periods when in the best interest of the CITY. Term of renewal is February 24, 2023 through February 23, 2024.

SECTION 5 COMPENSATION

The Revised Price Schedule is set forth in Exhibit "A" which is attached hereto and made a binding part hereof.

SECTION 38 PROJECT REPRESENTATIVES

	The CITY Project Representative	The Contractor Project Representative
First and last name	Christopher Schmidt	Thomas M. Walsh
Title	Community Development Director	Regional Director of Operations of Central Florida
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	10720 Caribbean Blvd, Suite 650
City, State, Zip Code	Casselberry, Florida 32707	Cutler Bay, FL 33189
Telephone	(407) 262-7700, Ext. 1110	(407) 615-1964
Email address	cschmidt@casselberry.org	twalsh@safebuilt.com

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 18th day of February, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: [Signature]
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

2/13/2023

M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY

By: [Signature]
Print: Matthew Causley
Title: President

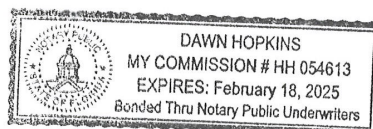
For a corporation:

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (01/24/23) by (Matthew Causley) of (M.T. Causley, LLC), a (Florida) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

My Commission Expires: 02/18/25



[Signature]
Notary Public Dawn Hopkins
Name typed, printed or stamped

City of Casselberry | Procurement and Contract Management Division
 95 Triplet Lake Drive, Casselberry, Florida 32707
 Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "A"
Revised Price Schedule

Building Official Services (Per Hour)	Standard Rate	Overtime Rate 4-hr minimum*
Licensed Building Official – On Site for Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Perform Inspection and Conduct Plan Reviews	\$125.00	\$188.00
Licensed Building Official – Building Inspector	\$125.00	\$188.00
Additional Items **	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

Travel – if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hr hour minimum

**With the exception of Travel, items are included in the standard Licensed Building Official rate

City of Casselberry | Procurement and Contract Management Division
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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

M.T. Causley, LLC,

I hereby certify that a SAFEbuilt Company does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

M.T. Causley, LLC,

A true and correct copy of a SAFEbuilt Company proof of registration in the E-Verify system is attached to this Affidavit.

contract for RFP 2020-0579 Building Official Services

Print Name: Matt Causley

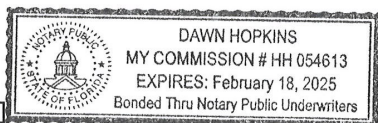
Date: January 24, 2023

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01/23 by Matt Causley of M. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced corporation as identification.

[Notary Seal]



Dawn Hopkins
Notary Public

Dawn Hopkins
Name typed, printed or stamped

My Commission Expires: 02/18/25



Company ID Number: 1394267

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and SAFEbuilt, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 1394267

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two



Company ID Number: 1394267

exceptions:

- a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of



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E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment



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eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



Company ID Number: 1394267

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

Page 6 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1394267

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate



Company ID Number: 1394267

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.



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g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.



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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services



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interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



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This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form



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of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

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2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU



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against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



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requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

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for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS



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may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
SAFEbuilt, LLC	
Name (Please Type or Print)	Title
Gary A Amato	
Signature	Date
Electronically Signed	03/22/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	03/22/2019



Company ID Number: 1394267

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SAFEbuilt, LLC
Company Facility Address	3755 Precision Drive Suite 140 Loveland, CO 80538
Company Alternate Address	
County or Parish	LARIMER
Employer Identification Number	205281305
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	29



Company ID Number: 1394267

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CALIFORNIA	3 site(s)
COLORADO	1 site(s)
FLORIDA	3 site(s)
GEORGIA	1 site(s)
ILLINOIS	3 site(s)
MICHIGAN	3 site(s)
MINNESOTA	2 site(s)
NORTH CAROLINA	1 site(s)
OHIO	3 site(s)
SOUTH CAROLINA	1 site(s)
TENNESSEE	1 site(s)
VIRGINIA	1 site(s)
WASHINGTON	3 site(s)
WISCONSIN	3 site(s)



Company ID Number: 1394267

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Chelsey Welker
Phone Number (224) 806 - 1095
Fax Number
Email Address cwelker@safebuilt.com

Name Tanya Gomes
Phone Number (954) 766 - 2726
Fax Number
Email Address tgomes@safebuilt.com

Name Adam A Morgan
Phone Number (970) 286 - 1473
Fax Number
Email Address amorgan@safebuilt.com

Name Dahiana De La Vega
Phone Number (954) 498 - 9688
Fax Number
Email Address ddelavega@safebuilt.com

Name Arelis Valero
Phone Number (954) 266 - 6464
Fax Number
Email Address avalero@safebuilt.com

Name Gary A Amato
Phone Number (970) 292 - 2227
Fax Number
Email Address gamato@safebuilt.com



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City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

AMENDMENT NO. 1

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 866 Ponce de Leon Boulevard, 2nd Floor, Coral Gables, Florida 33134, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Building Official Services as further described in Agreement RFP-2020-0579, approved by the CITY COMMISSION on February 24, 2020, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to amend the scope of services and increase compensation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

No Change to Term.

SECTION 2 SCOPE OF SERVICES

The scope of services shall be amended as outlined in the attached **Exhibit "A"** – Scope of Services - Amended.

SECTION 5 COMPENSATION

- A. The amount to be paid under this Amendment for services rendered will not exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00) annually, for a cumulative total not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 22nd day of August, AD 2022.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: [Signature]
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

8/22/2022

M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY

By: [Signature]

Print: Matt K. Causley

Title: Vice President

For a corporation:

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this August 12, 2022 by Matt K. Causley of M.T. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.

[Notary Public State of Florida
Gladys G. Zubiri
My Commission HH 294756
Expires 7/28/2026]

My Commission Expires: July 28, 2026

[Signature]
Notary Public
Gladys G. Zubiri
Name typed, printed or stamped

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "A"
Scope of Services - Amended

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.
3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.
14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hourly rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current workday and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. The Building Inspectors' work hours will be divided into two (2) different shifts: Monday through Thursday 7:00 a.m. through 6:00 p.m. and Tuesday through Friday 7:00 a.m. through 6:00 p.m. This schedule is subject to change as City's needs change. Any schedule changes will be agreed to by both parties in the form of a written amendment to this Agreement.
2. Hourly rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "B"
Price Schedule

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	
Travel - if travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

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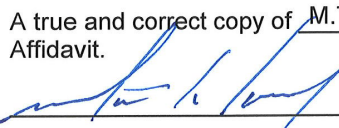
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that M.T. Causley, LLC does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of M.T. Causley, LLC proof of registration in the E-Verify system is attached to this Affidavit.

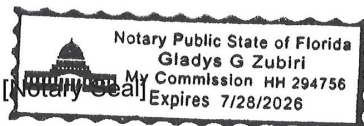

Print Name: Matt K. Causley

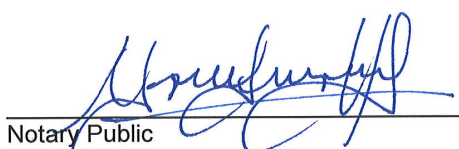
Date: August 11, 2022

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8/12/2022 by Matt K. Causley of M.T. Causley, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.




Notary Public

Gladys G. Zubiri

Name typed, printed or stamped

My Commission Expires: July 28, 2026

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and M.T. CAUSLEY, LLC – A SAFEbuilt Company, 866 Ponce de Leon Boulevard, 2nd Floor, Coral Gables, Florida 33134, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Building Official Services, pursuant to RFP-2020-0579 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on February 24, 2020 and continue through February 23, 2023 and may be renewed for two (2) additional one (1) year terms when in the best interest of the City. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order and a Task Authorization.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.

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- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered on an as needed basis will not exceed four hundred fifty thousand and 00/100 Dollars (\$450,000.00) annually for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **ANNUAL PRICE ADJUSTMENT CLAUSE**

- A. This clause applies to the hourly rate appearing in the Proposal Price Schedule. This clause shall be applied unilaterally by the Procurement and Contract Management Division in order to arrive at the annual escalation rate to be incorporated at the time of option exercise.

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- B. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- C. Pricing shall remain firm for the original term of the agreement. Pricing for renewal of service shall be based on the Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W), South Area, Series ID: CWUR0300SA0.
- D. The City will permit "unit price" adjustments upwardly or downwardly when correlated with the CPI-W. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall not exceed four (4) percent of the contract unit price in effect during the preceding contract period, except that the vendor may offer price decreases in excess of the allowable percent change.
- E. The Contractor must request price adjustments, in writing, thirty (30) days prior to the renewal date. If Contractor fails to request a PPI price adjustment thirty (30) days prior to the adjustment date, the adjustment will be effective thirty (30) days after the City receives their written request and any adjustment will be pro-rated, based on the date of the letter.

SECTION 7 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of non-conformity with the performance of the Services set forth in the Scope of Services, the CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services.

SECTION 8 **APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 9 **STANDARD OF CARE**

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services, commercial and residential standards of practice, provisions of the Florida Building Code, and state accessibility laws.

SECTION 10 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 11 **DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 12 **BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 13 **PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 14 **INSURANCE**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each Occurrence	\$1,000,000.00
b) Aggregate	\$1,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Advertisement Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Professional Liability (errors and omissions)	\$ 500,000.00

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Worker's Compensation	\$1,000,000.00
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WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and,
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 15 **CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 16 PUBLIC RECORDS

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the CITY to perform the services herein; and
 2. Upon request from the CITY's custodian of public records, provide the CITY 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 in Chapter 119, F.S. or as otherwise provided by law; and
 3. 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 Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 17 **RIGHT TO INSPECTION**

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 18 **PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 19 **CORPORATE REPRESENTATIONS BY THE CONTRACTOR**

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 20 **INDEPENDENT CONTRACTOR**

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 21 **RELATIONSHIP OF PARTIES**

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 22 **THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

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SECTION 23 **FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostilities, terrorism, revolution, civil insurrection, strike, epidemic, fire, flood, windstorm, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 24 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 25 **FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 26 **COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 27 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 28 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 29 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 30 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;
- B. The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court; and
- C. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 31 **CITY AS A MUNICIPAL CORPORATION**

Nothing contained herein shall be interpreted to require the CITY as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

SECTION 32 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 33 **ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 34 **AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES**

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 35 **SEVERABILITY**

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 36 **WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 37 **NOTICES**

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

	The City Representative	The Contractor Representative
Attention	Procurement Manager	Matt K. Causley,
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	866 Ponce de Leon Boulevard, 2nd Floor
City, State, Zip Code	Casselberry, Florida 32707	Coral Gables, Florida 33134

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to. However, at no time will any Party be required to send more than an original and two copies of any notice, demand, or request required or permitted. Written requirements of the Agreement shall be strictly construed, and such requirements are a condition precedent to pursuing any rights or remedies hereunder. No Party may claim any waiver by another Party of

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such notice requirements based upon such other Party having actual knowledge, implied, oral or constructive notice, lack of prejudice or any other ground as a substitute for failure of a Party to comply with the express written notice requirements herein. Electronic e-mails do not constitute effective notice under this Agreement.

SECTION 38 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

	The CITY Project Representative	The Contractor Project Representative
First and last name	Chris Bowley, AICP	Shellie Ransom-Jackson
Title	Community Development Director	Regional Director
Entity Name	City of Casselberry	M.T. Causley, LLC – A SAFEbuilt Company
Street Address	95 Triplet Lake Drive	1800 Eller Drive, Suite 600
City, State, Zip Code	Casselberry, Florida 32707	Ft. Lauderdale, Florida 33316
Telephone	(407) 262-7700, Ext. 1110	(305) 733-2752
Email address	cbowley@casselberry.org	Sransom-jackson@cgasolutions.com

SECTION 39 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 40 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 41 **EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 42 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 43 **PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 44 **HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 45 **ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 46 **ARMS-LENGTH NEGOTIATIONS**

This Agreement is the result of bona fide arms-length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

SECTION 47 INTEGRATION/AMENDMENT

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR and is subject to such reasonable modifications as may be required by the CITY's insurer(s), if any. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 48 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

<https://www.flsenate.gov/Session/Bill/2018/00780> [July 1, 2018]

SECTION 49 SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or
- B. In the event that the CONTRACTOR is put on the scrutinized companies list enumerated in Section 215.4725, Florida Statutes, or
- C. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- D. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in **Exhibit "C"** which is attached hereto and made a binding part hereof.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
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RFP-2020-0579 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 24th day of February, AD 2020.

CITY OF CASSELBERRY, FLORIDA

By: Charlene Glancy
Charlene Glancy
Mayor/Commissioner

CITY OF CASSELBERRY

By: Donna G. Gardner
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

2/24/2020

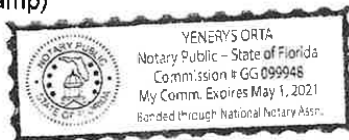
M.T. CAUSLEY, LLC – A SAFEbuilt Company

By: Michael T. Causley
Print: Michael T. Causley
Title: President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 5th day of February, AD 2020, by Michael T. Causley as President of the CONTRACTOR, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)



YENERYS ORTA
NOTARY PUBLIC, State of Florida

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "A"
Scope of Services

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.
3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.

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RFP-2020-0579 BUILDING OFFICIAL SERVICES

14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.
15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hour rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current workday and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m.
2. Hour rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

City of Casselberry | Procurement and Contract Management Division
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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "B"
Pricing Schedule

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**		
	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	
Travel - If travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

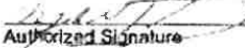
The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda. If any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in the RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: **M.T. Causley, LLC - A SAFEbuilt Company**

Mailing Address: **18001 Gulf Blvd, Redington Shores, FL 33708**

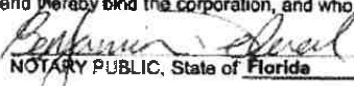
Telephone Number: **727.202.6825** Fax Number: **727.258.4986** E-mail Address: **mtc@mtcinspectors.com**

 **Michael T. Causley** FEIN: **65-0782603**
 Authorized Signature Printed Name

President **January 10, 2020**
 Title Date

STATE OF **Florida**
 COUNTY OF **Miami-Dade**

The foregoing instrument was executed before me this **10** day of **January**, 2020, by **Michael T. Causley** as **President** of **M.T. Causley, LLC - A SAFEbuilt Company**, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.


 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
 Failure to submit this form may be grounds for disqualification of your submission



BENJAMEN ALAJIN DELVAL
 Commission # GG 166563
 Expires December 10, 2021
 Revoked Upon Budget Notary Service

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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RFP-2020-0579 BUILDING OFFICIAL SERVICES

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein; conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signatory
President

Title

Michael T. Causley

Printed Name
February 5, 2020

Date

FEIN: 65-0782808

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

To: All Prospective Proposers
From: Rhonda Ulmer, Procurement Manager

Dear Potential Proposer:

The City of Casselberry, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the "City", does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful Proposer(s) must demonstrate by qualifications, experience, availability, approach and work plan that will best serve the overall needs of the City.

If you are interested in preparing a response to this RFP, please read the requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your signature on the **Price Proposal Form**, herein.

All proposals shall be received by the due date and time as indicated herein. Questions regarding this solicitation must be received in writing not later than the date and time as indicated in the Proposal Schedule. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Casselberry website: <http://www.casselberry.org/index.aspx?NID=406> through VendorLink, LLC. It is the responsibility of the Proposer to read the Proposal Schedule for date/time of the Pre-proposal Conference, if applicable.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The City welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFP at any time to protect the interests of the City. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of Casselberry, Florida.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

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- 2 Proposal Schedule
- 3 General Instructions
- 4 Proposal Response and Format
- 5 Evaluation Process
- 6 General Terms and Conditions

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- A Insurance Requirements
- B Conflict of Interest and Non-Collusion Statement
- C Addendum Receipt Acknowledgement Certification
- D Drug-Free Workplace Certification
- E Organizational Information
- F References
- G Proposed Schedule of Subcontractor Participation
- H Contractor Certification Regarding Scrutinized Companies
- I Price Proposal Form
- J Statement of No Bid Submittal
- K Solicitation Response Identification Label

EXHIBIT

- 1 Special Disaster Relief and Recovery Provisions
- 2 Scope of Services and Technical Requirements
- 3 Draft Agreement

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Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

SECTION 1 PROJECT OVERVIEW

1.01 INTENT AND PURPOSE

It is the intent of this solicitation to engage one (1) qualified firm capable of providing Building Official Services for the City of Casselberry ("City"). The Building Official and support services are responsible for the regulatory administration and supervision of plan review, enforcement, and inspection of building construction to ensure compliance with local, state, and federal codes as per the Scope of Services in Exhibit 2, in conjunction with the City building safety staff.

1.02 BACKGROUND

The City of Casselberry was incorporated in 1965, and is generally located at the intersection of U.S. Highway 17-92 and State Road 436. Both of these roads are known for substantial development. The City is committed to new and redevelopment activities along U.S. Highway 17-92, including a mix of retail, government, residential and recreational activities.

Located north of downtown Orlando, Casselberry's government is focused on meeting the needs of businesses looking to relocate and entrepreneurs who are seeking an ideal location to start a new enterprise. One of the fastest growing areas in Metro Orlando, Casselberry is an exciting, thriving community to do business, live, and enjoy the outdoors.

The City operates under a Commission/Manager form of government and provides a full range of services. These include police, construction and maintenance of streets, sidewalks, parks, stormwater, wastewater, water, sewer infrastructure, engineering, planning, community development, code compliance, general administration, support services, recreational, and cultural events.

A quick City snapshot (as of 2019 provided by the Casselberry Community Development Department):

- Area: 7.6 square miles;
- Population: 30,035
- Median Household Income: \$46,300;
- 17 Parks;
- Numerous Lakes; and
- Public Golf Course.

1.03 TERM

It is anticipated an Agreement will be awarded for a period of three (3) years that may be extended at the option of the City for two (2) additional one (1) year periods. Total contract length, including all renewals shall not exceed five (5) years. The City will reserve the right to cancel this agreement at any time with ninety (90) days advance written notice. The decision to renew or extend the contract shall be at the discretion of the City. The City expects to develop a collaborative relationship with the selected proposer for the services.

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95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
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1.04 MINIMUM REQUIREMENTS

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The proposer must provide documentation to demonstrate meeting the minimum qualifications.

- A. The Proposer must be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- B. All licenses required by the Proposer, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation, must be active and current.
- C. **The Firm shall have been in business for a minimum of three (3) consecutive years or demonstrate with written documentation that they had ownership in a Firm with combined experience of three (3) years** and maintain an active license to perform similar services as requested in this RFP within the State of Florida. This requirement is based on the solicitation's due date. Provide documentation to demonstrate meeting the minimum requirements with your proposal response, such as the State of Florida Certificate of Status or other written documentation. The Proposer must provide proof that they have held and maintained a current State of Florida Business License for the specified period.
- D. If the business headquarters is located **outside of the State of Florida**, they must be licensed to perform services in both their home state and the State of Florida. **The Firm shall have been in business for a minimum of three (3) consecutive years**. This requirement is based on the solicitation's due date. Proposer shall provide documentation to demonstrate meeting this minimum requirement with your proposal response. Documentation may include, but not be limited to, local business tax receipts, corporation documents with date of inception, and certificate of authority. Proof of Certificate of Authority issued through the Department of State, in compliance with Florida Statute 607.1501, is required within ten (10) business days upon notice of intent to award.
- E. Building Code Administrators, Inspectors, and Plans examiners have a minimum of four (4) years of experience in building design and the construction industry. Individuals must be licensed through the Florida Department of Professional Regulations.
- F. Previous experience as a Building Code Administrator with a local municipality is preferred.
- G. Bachelor degree in Architecture, Engineering, Construction Management or related field with four (4) or more years of experience in the area of Construction Management, or an equivalent combination of education, training, and experiences.
- H. A State of Florida Certification as a Building Code Administrator is required for this position.

Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

Bonds –Provide applicable bond documents, when required.

Note if you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

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Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Failure to provide the appropriate documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

1.05 RFP SECURITY BOND (Not Applicable)

The RFP response shall be accompanied by an RFP Security Bond equaling five percent (5%) of the total RFP price. Failure of the Proposer to supply same, in the amount and type required, shall automatically render the Proposer as non-responsive resulting in the disqualification from further consideration of their RFP response.

- A. The RFP Security Bond shall be submitted in the form of a Bid Bond; in the amount of five percent (5%) of the total RFP price, made payable to the City of Casselberry, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.
 2. In lieu of a Bid Bond, the Proposer may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total RFP price. Money orders and checks must be made payable to the City of Casselberry and shall accompany your bid submittal.
 3. The terms of the RFP Security Bond shall be:
 - i. The Proposer shall enter into an agreement if awarded to the Proposer;
 - ii. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Proposer to enter into an agreement if awarded to the Proposer; including the increased costs associated with awarding to the next most responsive, responsible Proposer and costs associated with conducting the RFP process and letting the agreement;
 - iii. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and
 - iv. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as RFP Security Bond into an interest bearing account shall be retained by the City.
- B. Return of RFP Security Bond: As soon as the RFP responses have been evaluated, the City may, at its sole discretion, return or release the RFP Security Bonds accompanying such RFP responses, which in its sole judgment, would not likely be considered for award. All other RFP Security Bonds will be held until award of this project and the agreement has been executed by the successful Proposer(s); after which any remaining RFP Security Bonds will be returned to the respective Proposers. It shall be the sole responsibility of the Proposer to request in writing from

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the City the return of the RFP Security Bond or alternative form of security used. RFP Security Bond or alternative form of security used shall not be returned unless requested by the Proposer in writing.

1.06 PERFORMANCE AND PAYMENT BONDS (Not Applicable)

Upon award of this project, the successful Proposer(s) shall furnish a Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount awarded under this project. Receipt of said Performance and Payment Bonds or alternative form of security; shall occur no later than ten (10) calendar days after award of this project. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.

A. The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

1. The surety must be rated as "A"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. In lieu of a Payment and Performance Bond, the successful Proposer(s) may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Casselberry. The irrevocable Letter of Credit shall contain the following:
 - The "Beneficiary" shall be stated as:
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
 - The Letter of Credit shall also contain the following language:
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

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- iii. Cash (U.S. currency only).
- 3. The terms of the Payment and Performance Bond or alternative form of security used shall be:
 - i. The successful Proposer(s) shall assure faithful performance of this project;
 - ii. The successful Proposer(s) shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
 - iii. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the City; and,
 - iv. Nothing in this section shall be construed to limit the authority of the City Commission, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.
- B. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Proposer(s) to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Proposer(s) in writing.

SECTION 2 PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date or the pre-proposal date must be changed, respondents will be notified via an Addenda.

Tentative Schedule	
Task	Date
RFP Released	Monday, December 9, 2019
Deadline for Questions by Interested Parties	Monday, December 23, 2019, 2:00 p.m.
Proposal Due Date and Time	Tuesday, January 14, 2020, 2:00 p.m.
Evaluation and Shortlist	Wednesday, January 22, 2020, 8:30 a.m.
Informal Interviews	January/February 2020
City Commission Approval of Contract	February 2020

SECTION 3 GENERAL INSTRUCTIONS

3.01 REQUESTING THE SOLICITATION DOCUMENT

The RFP documents may be obtained at no charge from the City's website at: VendorLink, LLC <https://www.myvendorlink.com/common/default.aspx>. Register as a vendor to download the solicitation documents and to receive notifications of Addenda. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Division at (407) 262-7700, Ext. 1142. Important: The desire of the City to pursue bid submittals shall in no way obligate the

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City to compensate you for your efforts or to execute a contract with your firm.

3.02 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC System has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS

The City of Casselberry Procurement Division, its website and service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

3.04 NON-MANDATORY PRE-PROPOSAL CONFERENCE (Not Applicable)

A Non-Mandatory Pre-proposal Conference will be held in the Casselberry City Hall City Commission Chambers, located at 95 Triplet Lake Drive, Casselberry, Florida 32707. **The date and time are included in the Project Schedule.** Pre-Proposal conference attendance is strongly encouraged.

3.05 INTERPRETATION AND QUESTIONS

All questions relating to this solicitation document must be in writing and hand-delivered or delivered electronically through email to the attention Procurement Division that serves as the official point of contact for this solicitation no later than the date and time as set forth in the Proposal Schedule.

Procurement Division
City of Casselberry
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
Phone: (407) 262-7700, Ext. 1142
Email: procurement@casselberry.org

- A. It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP solicitation. Lack of understanding and/or misinterpretation of any portions of this RFP solicitation document shall not be cause for withdrawal of your RFP response after opening or for subsequent protest of award. Proposers must contact the Procurement Division **prior** to proposal opening, should clarification be required.
- B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Division.
- C. Any oral communications will not be authoritative and will not be binding on the City.
- D. It is the sole responsibility of the Proposer to contact the Procurement Division **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return

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executed addenda with each proposal.

E. Addenda will be available to all Proposers and will be uploaded to VendorLink® on the Procurement website at: <https://www.myvendorlink.com/common/default.aspx>.

3.06 PREPARATION AND FORMAT

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

3.07 PAGE LIMITATION

Proposal packages shall be limited to not more than 50 pages, printed on a single side of paper, with a font no less than twelve (12) point. Note: Required attachments and forms will not be counted in the page limitation.

3.08 COMPLETENESS

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

- A. Selection dividers with tabs properly labeled with Tab numbers to identify each required criteria in Section 4.
- B. All attachments shall be placed under the appropriate tab for that sub-section.
- C. Current Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License), and current year W-9, shall be placed under Tab "E" of your proposal.

3.09 JOINT VENTURES

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

3.10 CORPORATE STANDING AND AUTHORIZED SIGNATURE

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

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- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

3.11 PROPRIETARY INFORMATION

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

3.12 PROPOSAL REPRODUCTION

Please submit one (1) unbound original. The proposal submittal **MUST** also include an electronic version on a USB containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

3.13 SUBMISSION OF PROPOSALS AND DELIVERY

- A. Sealed proposals shall be received in the City's Procurement Division at or before the date and time as indicated in the Proposal. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for failure of a Proposer or Proposer's agent to submit responses in a timely manner or for a proposal delivered incorrectly or to the wrong address or location. Proposals shall be included in an sealed envelope or packing material plainly marked on the outside "Proposal Enclosed" with the following information:

City of Casselberry
Attn: Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
RE: RFP-2020-00579 Building Official Services

For your convenience, Attachment K, **Solicitation Response Identification Label**, has been provided to properly identify and affix to your RFP response.

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1. If your proposal is submitted by mail, please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Procurement Division when the services of the USPS are used, a Proposer or Proposer is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
2. When using the USPS, UPS, FEDEX or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the Procurement Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**
3. No electronic proposal submissions by email, fax or other electronic means will be accepted.

3.14 PUBLIC OPENING OF PROPOSALS

Proposals will be announced publicly by the Procurement Division on the due date and time or as soon thereafter as possible. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly announced. Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to public contracting.

3.15 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the appropriate duly executed representative at any time prior to the opening of proposals. Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

3.16 OWNERSHIP OF DOCUMENTS

All proposals and documents received as a result of this solicitation shall become the sole property of the City and will not be returned to Proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

- A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation and/or awarded agreement as a result of this solicitation process are, and shall remain, the property of the City whether the project for which they are made is executed or not.
- B. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful Proposer(s) shall be delivered by the successful Proposer(s) to the City at the conclusion of the project or the termination of the successful Proposer(s)' services.

SECTION 4 PROPOSAL RESPONSE AND FORMAT

4.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”

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- A. **Letter of Transmittal.** Provide a letter of transmittal, limit to two (2) pages, signed by an authorized representative of the Proposer, including a brief description of your firm's location, organization structure, and philosophy.
- B. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names and contact information) and specify which services the individuals will provide to the City. Identify and include qualifications of Project Manager and Field Supervisor. Identify and include subcontractors and work to be performed by subcontractors. Include a project team organizational chart that includes team members and their project role.
- C. **Litigation.** Provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:
1. Cases, which are related to contractual services provided in the regular course of business.
 2. The regional/district office that will be supporting this contract.
 3. Sanctions: List any regulatory or license agency sanctions.
 4. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
 5. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract, and may be limited to the past five (5) years.
 6. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.
- D. **Financial Information.** The Proposal shall provide evidence of financial stability including its last three (3) fiscal year's financial statements and company financial statement summaries; **or** alternate financial information, to include balance sheets and profit and loss statements; **or** an official letter from the Proposer's financial accountant detailing the financial status of the Proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer.
- E. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process. The proposal shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

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4.02 SIMILAR PROJECTS – TAB “B”

- A. To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar size and scope of work of projects and/or agreements in similar circumstances with appropriate reference information, concentrating only on those projects and/or agreements completed with the last ten (10) years or currently underway by the Proposer's firm, as follows:
1. Client name, address, phone, fax number and email address;
 2. Description of all services provided;
 3. Performance period; and,
 4. Total annual amount of contract.
 5. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **References** with your proposal response.
- B. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Casselberry.

4.03 PROJECT APPROACH – TAB “C”

- A. Define the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- B. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
- C. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
- D. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- E. The current and projected workload of Firm.

4.04 PRICE PROPOSAL – TAB “D”

The **Price Proposal Form**, shall be completed, notarized and included in the Required Forms Tab. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

- A. When applicable, the Price Proposal may be evaluated using the below formula :

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score may be rounded to the nearest whole number.)

The following is only an example:

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Proposer	Proposed Price	Applied Percentage (%)		Maximum Score		Weighted Score
A	\$42,500.00	84%	X	25	=	21
B	\$40,000.00	89%	X	25	=	22
C	\$35,500.00	100%	X	25	=	25

4.05 RFP REQUIRED FORMS – TAB “E”

Proposers shall include all applicable and properly executed forms under Tab E.

- A. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the **Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- B. **Conflict of Interest/Non-Collusion.** Proposers shall provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the **Conflict of Interest and Non-Collusion Statement** certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of Casselberry.
- C. **Addendum Receipt Acknowledgement Certification.** Include the **Addendum Receipt of Acknowledgement Certification Form** in this section of the submittal.
- D. **Drug Free Workplace Certification.** If applicable, Proposers must complete, sign, and notarize the **Drug Free Workplace Certification**.
- E. **Organizational Information (Authorized Signatories).** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company on the **Organizational Information**. Provide one of the forms of evidence of signature Authority listed in Section III, (I) Corporate Standing and authorized signatories.
- F. **References.** Proposer shall complete and include the **Reference** form and submit with their response. (References from City of Casselberry staff shall not be provided or considered)
- G. **Sub-contractors.** Proposers must list any sub-contractors that shall be used to accomplish the Scope of Services on the **Proposed Schedule of Subcontractor Participation**. If no subcontracting will be utilized on this project, indicate on top of form.
- H. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the **Contractor Certification Regarding Scrutinized Companies**.
- I. **Proof of Licenses/Certification.** Please include copies of applicable licensure/certification, including; but not limited to:
 1. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
 2. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for **active status only**.
- J. **Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate

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may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

- K. **Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with their bid or proposal submittal if they have not done business with the City or have not provided a W-9 within the last two (2) years. A tax identification number is required to do business with the City.

SECTION 5 EVALUATION PROCESS

EVALUATION CRITERIA.

Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm's Qualifications and Experience	30
B	Similar Projects/References	15
C	Project Approach	15
D	Price Proposal/Fee Schedule	40
MAXIMUM TOTAL POINTS		100

ADJECTIVAL RATING

An adjectival scoring system is used in accordance with the rating scale below. The Committee members adjectival rating score is multiplied by the percentage of maximum points (weight) resulting in a total score for that section.

- 0 = Unsatisfactory: Not responsive to the question. (0% of the max. points)
- 1 = Below Minimum Standards: Responsive to the question, but below acceptable standards. (25% of the maximum points)
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question. (50% of the maximum points)
- 3 = Satisfactory: Above minimum performance, effective and responsive to the question. (75% of the maximum points)
- 4 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question. (100% of the maximum points)

A determination of the best qualified firm will be made by the Evaluation Committee based on the stated criteria. In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions shall be final.

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5.01 DETERMINING RESPONSIBILITY

In conjunction with the weighted criteria being used to determine the qualifications and capability of the Proposer, the City may also consider the Proposer's ability to meet or exceed the following criteria:

- A. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
- B. The quality of performance of previous contracts or services including previous performance with the City;
- C. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
- D. Financial resources of the Proposer to perform the contract or provide the service; and,
- E. Whether the Proposer is in arrears to the City on a debt or a contract; whether the Proposer is in default on surety to the City; or whether the Proposer's taxes are delinquent.

5.02 MATERIAL DEVIATIONS

The City of Casselberry has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. The City of Casselberry may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to City of Casselberry. Material deviations cannot be waived.

5.03 EVALUATION PROCEDURE

- A. Proposals are subject to a review and evaluation process. It is the intent of the City that all Firms responding to this RFP, who meet the minimum requirements, will be ranked in accordance the established criteria as provided within the solicitation. The City will consider only the responsive and responsible submittals received during its evaluation and award process.
- B. An initial review is performed by the Procurement Division to ensure each proposal meets the minimum requirements as set forth in the solicitation document. This review process includes, but is not limited to, the following considerations:
 - 1. The proposal was submitted by the stated deadline;
 - 2. All required documents have been submitted;
 - 3. All documents requiring an original signature have been signed and submitted; and
 - 4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.
- C. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the Proposer's response to this RFP.

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5.04 EVALUATION COMMITTEE

The Evaluation Committee is comprised of qualified and recommended City staff members, professional City advisors, or local government staff or officials appointed by the City Manager or Designee in coordination with the requesting department. The Evaluation Committee consists of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The designated Procurement Representative serves as the non-voting chair of the committee.

5.05 INITIAL RANKING - SHORLIST

The Evaluation Committee may rank and shortlist a minimum of three (3) firms based upon the criteria established herein.

If fewer than three (3) firms submit a proposal, the City may elect to have presentations or interviews; proceed with a recommendation to award to one or more firms; or the solicitation may be canceled at the sole discretion of the City.

5.06 PRESENTATIONS OR INTERVIEWS

The Evaluation Committee may conduct informal interviews with the Proposer regarding their qualifications, ability to furnish the required services, quality control, and other criteria as set forth herein. The Procurement Division will notify all selected Proposers of the City's decision to request presentations and/or interviews, as applicable. If presentations are held, the Proposer shall have officials of the appropriate management level present and representing the firm. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

Presentations may include, but not be limited to, a presentation from the Proposer and questions from the City. The City will make an effort to provide questions to be addressed in these sessions to the respective Proposer prior to the session. The Proposer shall address all questions provided in their presentation and may provide additional materials. Additional materials should also be provided in digital format. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Division and a member from the requesting Division/Department/Office. The City reserves the right to negotiate any and all elements of a contract resulting from this RFP solicitation. Pursuant to Florida Statute Chapter 286, any portion of a meeting,

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at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.08 RIGHT TO CANCEL OR REJECT

- A. As the best interests of the City may require, a solicitation may be canceled, or the Procurement Administrator may reject any or all submittals in response to a solicitation, in whole or in part, without recourse, in accordance with the Section 5.14 of City of Casselberry Purchasing Policy. In addition, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Proposer understands and agrees, that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.
- B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. The City also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

5.09 SHORTLIST

As applicable, a tabulation or the Evaluation Committee's shortlist will be posted on the City of Casselberry website via VendorLink, LLC at: <https://www.myvendorlink.com/common/default.aspx>. Proposers may also call the Procurement Division for results.

5.10 NOTICE OF INTENT TO AWARD

The Procurement Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Casselberry's website via VendorLink, LLC at: <https://www.myvendorlink.com/common/default.aspx>

5.11 PROTESTS AND APPEALS

- A. Any prospective Proposer or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest shall be received in the Procurement Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Casselberry Purchasing Policy.
- B. Any Proposer or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Procurement Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Proposer who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Casselberry Purchasing Policy.
- C. The decision of the City Commission shall be final and conclusive.

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5.12 AGREEMENT/CONTRACT

The City's standard agreement for the services is included herein. The Scope of Services outlined in this RFP solicitation, the successful Proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

- A. The successful Proposer must sign the agreement prior to execution by the City, whereupon the successful Proposer becomes the Consultant upon approval.
- B. The provisions of said agreement contain similar language to the provisions contained in the solicitation document.
- C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
- D. The successful Proposer shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.
- E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
- F. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful Proposer.

5.13 AWARD OF CONTRACT

- A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract award to the City Commission. The City Attorney or other experts may review all contract documents.
- B. The Procurement Division and the requesting Department/Division will prepare the required award documents and make recommendations for approval to the City Commission or City Manager, as applicable. The City Commission retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the City.

5.14 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

5.15 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the

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successful Proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

5.16 ADDITIONAL INFORMATION/DATA

The City reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes. Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.01 INTERCHANGE OF TERMS

- A. Throughout this solicitation document, the terms Contractor, Proposer and/or Respondent may be used interchangeably with each other.
- B. Throughout this solicitation document, term agreement and/or Contract may be used interchangeably with each other.

6.02 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Casselberry abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

- A. Multi-Year Contracts and Appropriation of Funds (As applicable)
Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Commission.
- B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

6.03 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

6.04 PURCHASING CARD PROGRAM

The City of Casselberry offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

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6.05 INVOICES

A. All invoices shall be delivered to the Finance Department, Attention: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida, 32707. For purposes of billing and payment compliance, an invoice must conform to the following process:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. The amount due, applicable discount(s), and the terms thereof;
3. The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address for payment and a telephone number;
4. The Purchase Order and Contract number (if applicable) as supplied by the City;
5. The name of the City department, division or office to whom the goods/services were provided; and
6. Proper documentation of delivery, receipt and acceptance by the City, to confirm the Contractor supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions of the contract.

B. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

6.06 LOCAL BUSINESS TAX RECEIPT

Both the City of Casselberry and Seminole County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. Please contact the City's Community Development Department directly for information concerning this requirement at (407) 262-7700, Ext. 1109.

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6.07 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Casselberry.

6.08 PERMITS, LICENSES OR FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required shall be the responsibility of the Proposer. The City will not entertain separate payment for these items.

6.09 TAXES

The City of Casselberry is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012530043C-7 and the Federal Employee Identification Number is 59-1056912. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Proposer in connection with its fulfillment of its contractual obligations with the City. The successful Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded agreement as a result of this solicitation.

6.10 COMPLIANCE WITH ALL LAWS AND VENUE

Any contractual arrangement between the City and the Proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

6.11 CONFLICT OF INTEREST

All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Casselberry. Furthermore, all Proposers shall disclose the name of any City of Casselberry officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Proposer or the cancellation of work. It is the sole responsibility of the Proposer to ensure compliance with the Section 2.1, Conflict of Interest of the City of Casselberry Purchasing Policy. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

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6.12 NON-COLLUSION/LOBBYING CERTIFICATION

All Proposers submitting a proposal certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

6.13 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.

6.14 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant's employees are not, and while performing any of the services, shall not be deemed to be employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsive, and, as such, the bid will not be accepted by the City.

6.15 INDEMNIFICATION

A. Indemnity: The successful Proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Proposer, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded agreement. The successful Proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded agreement. Compliance with any insurance requirements

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required elsewhere within the awarded agreement shall not relieve the successful Proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded agreement. The City will be permitted to choose legal counsel of its choice. The successful Proposer shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

- B. Copyright Infringement: The successful Proposer shall guarantee that all services performed under the awarded agreement will be free from claims of patent, copyright or trademark infringement. The successful Proposer shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Proposer of any third-party trade secret in connection with any of the foregoing.

6.16 INSURANCE REQUIREMENTS

- A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's **Local Business Tax Receipt** (Reference Section VII, letter E) with your proposal submittal.
- B. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the **Insurance Requirements**, to the Procurement Division within five (5) regular business days of the notification of the intent to award the agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Casselberry as a Certificate Holder/Additional Insured.
- C. All insurance certificates shall remain valid and in full force for the term of the agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded agreement.

6.17 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Casselberry in accordance with all Florida Statutes.

6.18 ACCEPTANCE OF GOODS/SERVICES

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful

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Proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

6.19 DRUG FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete the **Drug-Free Workplace Certification** and include with your RFP response.

6.20 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement Division, City of Casselberry 95 Triplet Lake Drive, Casselberry, Florida 32707, telephone (407) 262-7700, Ext. 1142 not later than seven (7) days prior to the date on which the accommodation is requested

6.21 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER

Before or after an agreement is prepared and executed, the successful Proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Proposer shall maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The successful Proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful Proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Proposer with any party for work required in the performance of this project.

6.22 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

6.23 PROPOSAL USE BY OTHER AGENCIES

All Proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same terms, conditions, price for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of the City and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency

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assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

6.24 CONE OF SILENCE/LOBBYING

- A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.
- B. A lobbying black-out period commences upon the issuance of this solicitation document.
- C. If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.
- D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

6.25 QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Procurement Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Division, in writing, by the date stipulated in the tentative schedule in Section 1.

Contact or communications by Respondents to any City Commission member, the City Manager, any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence/Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Procurement Division.

6.26 OFFICE OF RECORD

The City of Casselberry Procurement Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., via phone at (407) 262-7700, Ext. 1142.

6.27 TIME OF PERFORMANCE

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful

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Proposer. All Proposers are asked to provide the best estimate for compliance with the Scope of Services as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

6.28 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

6.29 COST OF SUBMITTAL

The Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by the City.

6.30 PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement as a result of this solicitation process.

6.31 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Proposer certifies that in connection with this proposal:

"The pricing and/or fees associated with this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor."

6.32 RESPONSIBILITY OF PROPOSER

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

6.33 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The successful Proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful Proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not

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knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

6.34 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this agreement is or will be funded using state or federal funds, the Proposer shall comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Proposer shall (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

6.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded agreement, nothing contained in this solicitation and/or the resulting awarded agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded agreement.

6.36 ESTIMATED QUANTITIES

This RFP may contain an estimated number of volume and/or transactions. Although said numbers reflect the City's average volumes over the stated term, the City cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the City to commit to said volume and/or transactions.

6.37 MATHEMATICAL ERRORS

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form

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- and therefore shall verify that the calculations are correct before submitting their bid.
4. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

6.38 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

6.39 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the Work or otherwise creating an appearance of an undercapitalized Bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

6.40 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products

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and/or services under the awarded agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

6.41 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

6.42 TRUTH IN NEGOTIATION CERTIFICATION

Contractors will be required to complete and submit certified cost or pricing data when the procurement of supplies and services exceeds the Truth in Negotiations Act (TINA) threshold of \$190,000 to establish a fair and reasonable price.

6.43 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Proposer/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

- A. The parties specifically acknowledge that this agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in

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Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
 2. Upon request from the City's custodian of public records, provide the City 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 in Chapter 119, F.S. or as otherwise provided by law; and
 3. 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 Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Contractor shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

6.44 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions

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contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

6.45 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* in place at the time of the issuance of the solicitation; Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with the lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

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Attachment "A"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Casselberry" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

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c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC

STATE OF _____

MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

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Attachment "B"
Conflict of Interest and Non-Collusion Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2020-0579 titled Building Official Services.

This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement]
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement:
_____.

My name is _____ and my relationship to the above entity is _____.
[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

1. The entity hereby submits a proposal/offer to RFP # _____ for _____ Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Casselberry government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☛

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Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ Authorized Signature	_____ Printed Name	FEIN: _____
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_____ Title	_____ Date
----------------	---------------

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "D"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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 abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, 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, Florida Statutes, 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.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Typed Name of AUTHORIZED SIGNATORY

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____
PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)

City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "E"
Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation.

Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
☐	Corporation	☐	Partnership	☐	Non-Profit
☐	Joint Venture	☐	Sole Proprietorship	☐	Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. Number					

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

FEIN: _____

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "F"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory _____ Printed Name _____ FEIN: _____

Title _____ Date _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$0.00	\$0.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$0.00	\$0.00
Licensed Building Official - Building Inspector	\$0.00	\$0.00
Additional Items	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City.

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signature _____ Printed Name _____ FEIN: _____

Title _____ Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "J"
Statement of "No Bid Submittal"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to: City of Casselberry, Procurement Division, 95 Triplet Lake Drive, Casselberry, Florida 32707.

I/WE HAVE DECLINED TO SUBMIT A BID FOR RFP-2020-0579, titled Building Official Services for the following reason(s):
[Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signature _____ Printed Name _____ FEIN: _____

_____ Title _____ Date _____

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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**REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES**

Due Date: January 14, 2020 - 2:00 p.m.

**Attachment "K"
Solicitation Response Identification Label**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

If you are hand-delivering your proposal in person, the City requests that all visitors call Ext. 1142, Procurement Division, from the courtesy phone located on either the 1st or 2nd Floor reception area. The solicitation submittal will be date stamped and a record of all deliveries will be documented by the Procurement Division.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION
RESPONSE ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

****DO NO OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: PROCUREMENT DIVISION

SOLICITATION NUMBER: RFP-2020-0579

TITLE: BUILDING OFFICIAL SERVICES

SOLICITATION DUE DATE: _____ **TIME: 2:00 P.M.**

FROM: _____

DELIVER TO: City of Casselberry
Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707

****DO NO OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "1"

SPECIAL DISASTER RELIEF AND RECOVERY PROVISIONS

For the purposes of the City, as a sub-recipient, to obtain Federal assistance through grants, reimbursements, advances or other Federal financial assistance programs as a result of a disaster, solicitations and contract documents must include the provisions and forms in this Exhibit as required by the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA). Contractor agrees to comply with the following contract provisions, as applicable for the parameters as outlined in each provision below:

- 1. Indemnity of Funding Entities.** The Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Emergency Management Agency (FEMA) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.
- 2. Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity; in the event of breach or violation of the Contract, the Contractor shall be subject to debarment or suspension and from consideration for the award of additional contracts from the City.
- 3. Termination for Cause.** In the event of breach of the Contract by Contractor, the City may terminate the Contract for cause upon written notice of termination to the Contractor. Prior to terminating the Contract, the City shall first provide written notice of the breach to the Contractor and allow the Contractor seven (7) calendar days to cure the breach. In the event of a termination by the City for cause, the City shall make payment for work properly performed prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Contract, including but not limited to, any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. In addition, no compensation shall be paid to the Contractor for demobilization, disengagement, wind down or other cost incurred due to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from the Contractor's performance or failure to perform under the Contract.
- 4. Termination for Convenience.** The City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the City shall pay Contractor for those costs directly attributable to work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. No costs shall be paid which are recoverable in the normal course of the business in which Contractor is engage, nor shall the City pay any costs which can be mitigated through the sale of

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supplies or inventories. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from Contractor's performance or failure to perform under the Contract.

- 5. Equal Employment Opportunity.** The Contractor shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity." The Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.
- 6. Anti-Kickback.** The Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 7. Davis-Bacon Act.** If the Contract is a construction contract in excess of two thousand dollars (\$2,000.00) and if required by the applicable federal grant program legislation, the Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.
- 8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, a contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 9. Reporting Requirements; Patent and Copyrights.** The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:
 - (i) Reporting;
 - (ii) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
 - (iii) Copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and

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the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401.

- 10. Access to Records.** The Contractor and its subcontractors shall permit access by the State of Florida, the City of Casselberry or any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- 11. Record Retention.** Unless a different period is required by law, the Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the City has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.
- 12. Environment Regulations.** If the Contract is in excess (\$150,000.00), the Contractor and its subcontractors agree as follows: (a). to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations (40 CFR part 15). The Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars (\$150,000.00).
- 13. Energy Efficiency.** The Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 14. E-Verify Program.** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract,

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documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the City upon request.

- 15. Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:
- (i) It shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
 - (ii) It shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and
 - (iii) In the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy (ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.
- 16. Small, Minority, and Women's Business Enterprises.** Contractor shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b) (1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.
- 17. Debarment; Ineligibility.** The Contract may not be awarded to a party listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall not employ any subcontractor that is debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The

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Contractor shall include such requirement in writing in its subcontracts. In the event that Contractor or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, the Contractor shall immediately cease, or cause its sub-contractor to cease, all work and notify the City in writing. The Contractor and its subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content set forth in the Contract solicitation or as otherwise specified by the City.

- 18. Convicted Vendor List.** 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.
- 19. Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. The Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.
- 20. Lobbying -Byrd Anti-Lobbying Amendment – 31 U.S.C. § 1352, as amended.** (\$100,00 or more)
The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- The Contractor and its subcontractors shall execute and submit to the City, prior to performing any work hereunder, a lobbying certification in the form and content set forth herein or as otherwise specified by the City.
- 21. Fees and Commissions.** The Contractor warrants that it has not:
- (i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for the Contractor, to solicit or secure this Contract;

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- (ii) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and
- (iii) Paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for the Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

The Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

- 22. American with Disabilities Act of 1990 (ADA).** The Contractor and, as required, its subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Casselberry pursuant thereto.
- 23. Resource Conservation and Recovery Act of 1976.** The Contractor and its subcontractors in performing work pursuant to this Contract shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding \$10,000 per year (or \$10,000 in the preceding fiscal year), the Contractor and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but the Contractor and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, Contractor certifies that if any other products are expressly specified in the Contract by City to include a specified minimum content of recovered materials, the Contractor and its subcontractors shall use at least the minimum amount so specified in the Contract. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits (\$10,000) per year, if any, procured by the Contractor or its subcontractors under this Contract, Contractor shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.
- 24. Subcontracting; Payment to Subcontractors.** The Contractor shall self-perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, the Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. The Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

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- 25. State and Federal Law; Inclusion in Subcontracts.** The Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to, The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121), 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. The Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by the Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, the Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.
- 26. DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seals and devices of the Federal Government, departments, bureaus, and independent agencies are not in the public domain and cannot be used for purposes other than official business without specific authorization of the agency involved. In addition, the FHWA seal and logo are for the official use of USDOT and not for the use of the private sector on its materials. To the public, such use would send a message that the USDOT favors or endorses an organization, its activities, its products its services, or its personnel (either overtly or tacitly), which it does not and cannot do. Whether the private sector partner/grantee/vendor/contractor is nonprofit or commercial is not a factor.
- 27. Compliance with Federal Law, Regulations, and Executive Orders.** The contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 28. No Obligations by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 29. Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP-2020-0579, titled Building Official Services by _____ whose business address [Name of entity submitting sworn

Statement] is _____ and its Federal Employer Identification Number (FEIN) is _____. My name is _____ and my [Please print name of individual signing] relationship to the above is _____.

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995)**. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

AUTHORIZED SIGNATORY

Typed Name of AUTHORIZED SIGNATORY

Title

Date

Witness Signature

Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☛

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REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Casselberry. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory Printed Name FEIN: _____ DUNS: _____

Title Date CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

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REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Authorized Signatory _____ Printed Name _____ FEIN: _____ DUNS: _____

Title _____ Date _____ CAGE Code: _____
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛Failure to submit this form may be grounds for disqualification of your submittal☛

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**REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES**

Due Date: January 14, 2020 - 2:00 p.m.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER
COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

❖Failure to submit this form may be grounds for disqualification of your submittal❖

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REQUEST FOR PROPOSAL (RFP)
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Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "2"
SCOPE OF SERVICES

The Contractor will be required to provide professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. This will include but not be limited to design, plan reviews and inspections of structural, general building, roofing, plumbing, electrical, elevator, accessibility, electrical, gas, fire prevention, energy, and mechanical systems as contained in the local, state, and federal codes

The Contractor will have no direct or indirect conflicts of interest with any current contractors or potential future business locating within the City. The Contractor would not be able to do any quality assurance inspections on projects where they are providing the private inspection services.

The City currently tracks permits using Naviline software. There is one (1) staff member in the Building Division. This position is the Building Services Coordinator that manages the day-to-day operations of the building division. The Contractor will work directly with the Building Services Coordinator to process and issue all permits.

The City issued the following number of permits in the past three (3) years:

Fiscal Year	Permit Revenue		
	Building Permit	Application	Plans Review/ Inspection
2017	\$315,483.96	\$28,897.80	\$278,911.42
2018	\$135,038.21	\$43,447.00	\$152,238.14
*2019	\$468,005.58	\$45,393.44	\$470,859.39

Fiscal Year	Number of Permits Issued
	Building Permit
2017	2,297
2018	2,550
*2019	2,988

* as of 11/20/2019

Contractor Responsibilities

The Contractor shall comply with all applicable, relevant and appropriate local, state, and federal regulations:

1. Conduct inspections and review all construction documents and building permit submittals for compliance.
2. Provide inspections on all residential, commercial and other properties that receive a building permit through the City.

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REQUEST FOR PROPOSAL (RFP)
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3. Provide direct assistance to the general public for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
5. Perform inspections and investigations.
6. Prepare written reports as necessary and required.
7. Review plans to ensure they meet local, state, and federal requirements.
8. Provide clear direction, assistance, and communication to other city divisions and departments.
9. Provide direct customer service and assistance to the general public, either via email, phone, or in person.
10. Be accessible through the use of email and mobile phone.
11. Be available on call for weekends, after-business hours and holidays.
12. Provide turnaround time for plan review process for both residential and commercial properties.
13. Provide timely customer service when responding to plan review questions.
14. Provide constant communication regarding plan review times with the Building Services Coordinator and, when necessary, the Development Services Manager and the Community Development Director.
15. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
16. Ability to establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state, and Federal Planning and Developing agencies and general public.
17. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

Price Submittal of Building Official and Building Inspector(s)

The Building Official is a contracted position and will be paid on an hourly basis. Usage will be based on plan review and inspections. The Contractor shall complete the Price Proposal Form to include:

1. Hour rate for time on site to perform plan reviews for a full-time day per definition of the Contractor. The City's current work day and work hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m.

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2. Hour rate to perform inspections and conduct plan reviews.
3. Vehicle and Fuel Usage.
4. Phone communication device and all applicable services charges.
5. Miscellaneous equipment (measuring devices, ladders, flashlight, etc.).
6. Fees for Continuing Education to maintain all licenses and certifications not included in contract with employer.
7. Required insurance coverage, benefits and personnel expenses.
8. Per hour charge for overtime, after hours and weekend.

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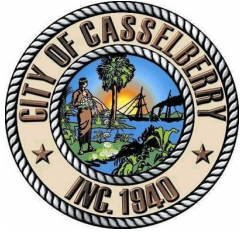
REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Exhibit "3"
Draft Agreement

A sample draft agreement, consisting of sixteen (16) pages, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC.

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RFP -2020-0579
Building Official Services

ELECTRONIC

City of Casselberry
January 14, 2020 | 2:00PM

Shellie Ransom-Jackson

Regional Director
305.733.2752
SRansom-Jackson@cgasolutions.com

M.T. Causley, LLC
18001 Gulf Blvd
Redington Shores, FL 33708



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TAB A
FIRM QUALIFICATIONS AND EXPERIENCE

Page 1

January 10, 2020

City of Casselberry
Attention: Procurement Division
95 Triplet Lake Drive, 2nd Floor
Casselberry, FL 32707

Re: RFP 2020-0579 Building Official Services

Please accept M.T. Causley, LLC - A SAFEbuilt Company's (M.T. Causley) formal response to the City of Casselberry's (the City) request for *Building Official Services*. We are excited for the opportunity to assist the City with Building Official, Plans Review and Inspection Services. Our team has reviewed the Request for Proposal (RFP) carefully, and we fully understand the City's requirements. Services will be provided through our satellite office located in Orlando, Florida.

Since 1996, we have been dedicated to exclusively providing Building Official Services throughout Florida. In 2016, we merged with SAFEbuilt, Inc. 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 partnered with 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 reside and work near the City to guarantee responsive, attentive service. This team consist of multi-licensed Building Officials, Inspectors and Plan Examiners, licensed in all trades and by the Department of Business & Professional Regulations.

The designated team will be supervised by our Project Manager, Shellie Ransom-Jackson, CBO. As a licensed Building Official with many years of experience, Shellie knows exactly what is needed to operate a successful building department. She works directly with neighboring cities making sure services are



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Page 2

(cont'd)

delivered at an optimal level. She allocates staff based on the needs of each city. And works diligently with decision makers ensuring they have the required services to keep their communities safe.

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 Shellie Ransom-Jackson at 305.733.2752 or Sransom-jackson@cgasolutions.com.

Best Regards,



Michael T. Causley
President



Individuals and Qualifications

We have designated a team of multi-licensed individuals that meet the City's minimum requirements. The assigned personnel include:

- Shellie Ransom-Jackson, CBO - Project Manager
- Scott Davis - Field Supervisor & Primary Building Official, Plans Examiner & Inspector
- Philip Sutherland - Alternate Building Official, Plans Examiner & Inspector
- Raymond Schaub - Alternate Building Official, Plans Examiner & Inspector
- Luis Colon - Alternate Residential & Commercial Plumbing Inspector

Our team has worked and trained with multiple municipalities throughout Florida. Consequently, staff are knowledgeable in various computer software including Click2Gov. 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 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
 - Mechanical
 - Electrical (Commercial & Residential)
 - Plumbing
 - 1&2 Family
 - Home
 - Fire
- 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 80 years of experience providing Building Official, Plan Review and Inspection services.

Additionally, the team has completed over 200,000 inspections and plan review of new, unoccupied and occupied renovations, and expansion projects ranging from single family homes, to large



residential developments, airports, healthcare facilities, high-rises, industrial, warehouses, and large commercial retail centers. Additionally, the team has provided over 300,000 inspections of new unoccupied and occupied renovations, and expansion projects including, but not limited to:

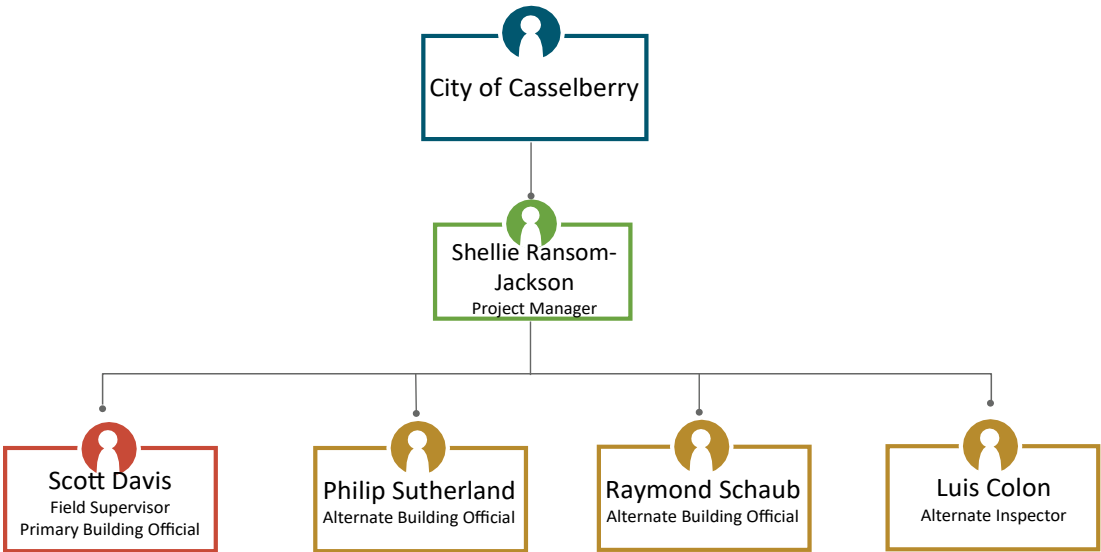
- | | | |
|---|--------------------------------------|--|
| – Residential developments | – Airport hangar | – Banks |
| – Multi-family dwellings | – Tunnels | – Grocery stores |
| – LEED Buildings | – Bridges | – Pharmacies |
| – Hospitals and medical facilities | – Low income housing | – Elementary, Middle and High Schools |
| – High-rise buildings | – Gymnasiums | – Schools and Universities (state and privately owned) |
| – Large commercial retail developments | – Hotels | – Solar panel systems |
| – Parking garages - above and below grade | – Pools (commercial and residential) | – Pre-schools & daycares |
| – Cement plants | – Train stations | – Prefabricated and Modular bathrooms for hospitals |
| – Industrial buildings | – Recreational centers | – Churches |
| – Housing Authorities | – Cruise terminals | – Automated parking systems & mechanical car stacker |
| – Single-family homes | – Theme parks | – Dentist offices |
| – Retirement communities | – Fire stations | – Ambulatory centers |
| – Historical buildings | – Shopping malls | – Production studios |
| – Medical Examiner’s office | – Construction trailers | – Loading docks |
| – Refrigerated buildings | – Electric Cooperative | – Liquid natural gas plant |
| – Threshold buildings | – Aqueducts | – Elevators |
| – Silos | – Shipyards | – Casinos |
| – Marinas | – Gymnasiums | – Self storage facilities |
| – Waterfront properties | – Sport fields | – Chillers |
| – Restaurants | – Arenas | – Sorority/Fraternity houses |
| – Parks | – Apartment complexes | – Warehouses |
| – Courthouses | – Libraries | |
| – Government buildings | – Museums | |
| | – Signs | |

Qualifications, experience and certifications for each assigned staff member is included on their resumes found on the following pages.



Project Team & Subconsultants

The assigned personnel consist of in-house, full-time staff. We have sufficient staff to meet the needs of the City. Therefore, we will not be utilizing any subcontractors for this project. Below is an organizational chart representing our team members and their role for this project.





SHELLIE K. RANSOM- JACKSON

Building Code
Administrator,
Building Inspector & Plans
Examiner

Years of Experience: 10+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU15

Standard Inspector,
BN4404

Standard Plans Examiner,
PX2199

Certified General
Contractor, CGC60553

EDUCATION:

Master of Public
Administration, Nova
Southeastern University

Bachelor of Business
Administration, AIU Online

Associate of Science in
Building Construction
Technology, Miami-Dade
College

AFFILIATIONS:

2nd Vice President of
Broward County Building
Officials Association

President of South Florida
Building Officials
Association

Membership Co-Chair of
the National Black Women
in Construction

Shellie is a highly qualified professional with an exceptional ability to provide effective leadership and proficient management. Having worked in both the private and public industries, she is uniquely qualified to facilitate both public and private development. She has excellent communication and organizational skills with an outstanding ability to work successfully with diverse groups.

MUNICIPAL EXPERIENCE:

- **City of Miami Gardens**, Miami Gardens, FL - Building Official/Director of Development Services and Code Compliance Departments

Responsibilities include:

- Direct supervision of forty-five administrative, technical, inspection, plan review, and administrative staff in all activities related to building services, planning and zoning, engineering and code compliance.
- Monitor Davis-Bacon wages and minority participation for various State/Federal-funded projects.
- Responsible for an overall budget of \$14,000,000.

- **Seminole Tribe of Florida**, Ft. Lauderdale, FL - Building Official/Director, Building Inspector Tribal Inspection

Responsibilities include:

- Administrate and delegate a variety of functions such as permit application review, permit issuance, and field inspections; the evaluation and improvement of service delivery; assessment of individual and departmental performance.
- The development, maintenance and promulgation of rules, regulations and procedures to implement the Seminole Tribe of Florida Building Codes.

- **City of Hallandale**, Hallandale, FL - Building Official

Responsibilities include:

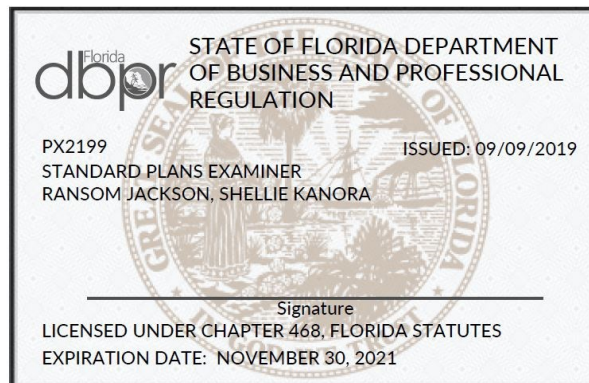
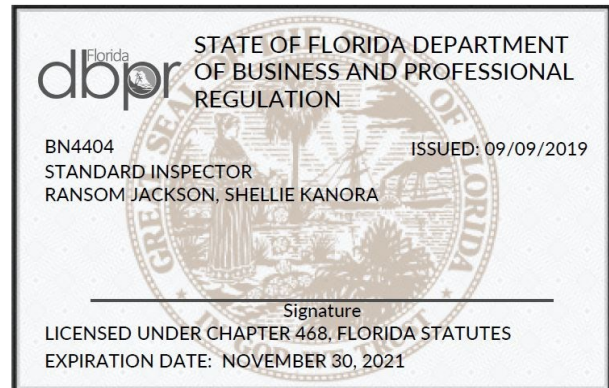
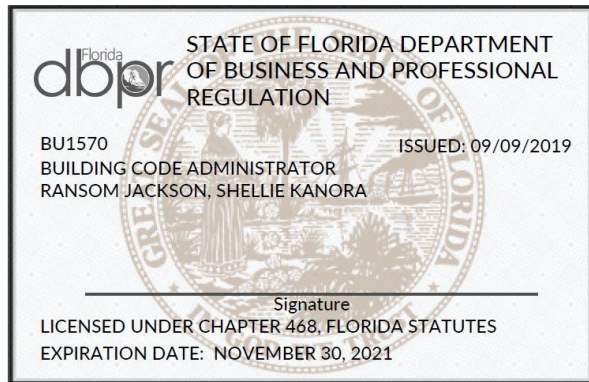
- Plan, supervise, and coordinate activities related to building plan review, inspections, and code enforcement.
- Review, issue, process, and approve building permits.
- Manage a staff of 15 and \$4 million budget.





License information obtained from

www.myfloridalicense.com





THOMAS "SCOTT" DAVIS

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

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU739

Standard Inspector, BN115

Standard Plans Examiner,
PX54

Certified Building
Contractor, CBC1252187

Certified Master Code
Professional (MCP),
5177842

EDUCATION:

Prince George's County
Community College

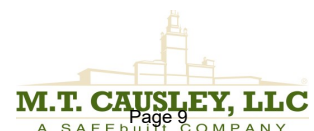
AFFILIATIONS:

Building Officials
Association of Florida

Scott is well seasoned in every relevant aspect of plan review and inspection services. Licensed as a Building Code Administrator (Building Official) for more than twenty-five years, he has worked with and for a variety of municipalities spanning the length and breadth of the state. Consequently, he is familiar with the area and culture and understands the diversity and uniqueness of each population. He easily adapts to his surroundings while providing a professional and superior level of service.

PROFESSIONAL EXPERIENCE:

- **University of Central Florida, Orlando, FL** - Project Manager/Inspector & Plans Examiner
 - **Dr. Phillips Academic Commons** - Plans Examiner & Inspector
 - **Center for Emerging Media** - Plans Examiner & Inspector
 - **Student Parking Garage** - Plans Examiner & Inspector
 - **Bright House Network Stadium** - Plans Examiner & Inspector
 - **Marriott Hotel** - Plans Examiner & Inspector
- **City of Cocoa, Cocoa, FL** - Building Official/Division Manager
 - **University of Central Florida** - Plans Examiner & Inspector
 - **Florida Eastern University** - Building Official
 - **Einsten Montessori Academy** - Plans Examiner & Inspector
 - **Florida Solar Energy Center** - Plans Examiner & Inspector
- **City of Palm Bay, Palm Bay, FL** - Building Official/Division Manager
- **Brevard County, Melbourne, FL** - Deputy Building Official/Plans & Permits Supervisor
- **Brevard County School Board, Melbourne, FL** - Support services, Project Manager Inspections
- **Water Treatment Plant, Titusville, FL** - Plans Examiner & Inspector





License information from the
Department of Business and Professional Regulation

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

BN115 ISSUED: 08/04/2019
STANDARD INSPECTOR
DAVIS, THOMAS SCOTT

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

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

PX54 ISSUED: 08/04/2019
STANDARD PLANS EXAMINER
DAVIS, THOMAS SCOTT

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

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

BU739 ISSUED: 08/04/2019
BUILDING CODE ADMINISTRATOR
DAVIS, THOMAS SCOTT

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

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

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Building Code
Administrator, BU968

Standard Inspector, BN650

Standard Plans Examiner,
PX311

EDUCATION:

Masters of Science, Alameda
College & University

MEMBERSHIPS:

International Code Council
#5131907

National Fire Protection
Association #958613

Southern Building Code
Congress International
#01870

International Association of
Electrical Inspectors,
#00849250

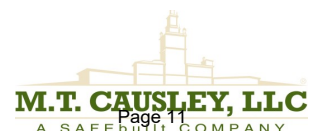
Building Officials
Association of Florida #11/
#2071

Phil has over twenty-five years of experience in the construction industry. He has overseen the construction of a wide range of projects including residential high-rises, government building, healthcare facilities, churches, restaurants, and commercial spaces.

For the past several years, Phil 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.

MUNICIPAL EXPERIENCE:

- **City of Altamonte Springs**, Altamonte Springs, FL - Inspector & Plans Examiner
- **City of Apopka**, Apopka FL - Inspector & Plans Examiner
- **City of Arcadia**, Arcadia, FL - Inspector & Plans Examiner
- **City of Belle Isle**, Belle Isle, FL - Inspector & Plans Examiner
- **City of Boynton Beach**, Boynton Beach, FL - Inspector & Plans Examiner
- **City of Bradenton**, Bradenton, FL - Inspector & Plans Examiner
- **City of Cedar Key**, Cedar Key, FL - Inspector & Plans Examiner
- **City of Clearwater**, Clearwater, FL - Inspector & Plans Examiner
- **City of Dade City**, Dade City, FL - Inspector & Plans Examiner
- **City of Daytona Beach**, Daytona Beach, FL - Inspector & Plans Examiner
- **City of Deland**, Deland, FL - Inspector & Plans Examiner
- **City of Eustis**, Eustis, FL - Inspector & Plans Examiner
- **City of Fanning Springs**, Fanning Springs, FL - Inspector & Plans Examiner
- **City of Gainesville**, Gainesville, FL - Inspector & Plans Examiner





License information from the
Department of Business and Professional Regulation

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

BN650 ISSUED: 11/16/2019
STANDARD INSPECTOR
SUTHERLAND, PHILIP W

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

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

PX311 ISSUED: 11/16/2019
STANDARD PLANS EXAMINER
SUTHERLAND, PHILIP W

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

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

BU968 ISSUED: 11/16/2019
BUILDING CODE ADMINISTRATOR
SUTHERLAND, PHILIP W

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



RAYMOND L. SCHAUB

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

Years of Experience: 25+

STATE OF FLORIDA LICENSES:

Building Code
Administrator, BU1522

Standard Inspector,
BN4800

Standard Plans Examiner,
PX2702

Home Inspector, HI4726

EDUCATION:

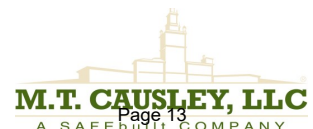
Associates Degree in
Business, Orlando College

Ray has over twenty years of experience in the construction industry responsible for the new construction of residential and commercial projects. He has been involved in a wide range of projects including high-rise mix-use developments, shopping centers, hospital, multi & single-family developments, industrial storage building, sewer & treatment plants and marinas.

For the last several years, he has been working for several municipalities carrying out the role of Building Official, Plans Examiner and Inspector (for building, mechanical, electrical and plumbing trades).

MUNICIPAL EXPERIENCE:

- **Lake County**, Tavares, FL - Building Inspector
- **Leelanau County**, Suttons Bay, MI - Multi-certified Inspector & Plans Examiner
- **Okeechobee County**, Okeechobee, FL - Building Official, Plans Examiner and Inspector, Flood Plain Manager
- **City of Eustis**, Eustis, FL - Building Official
- **University of Central Florida**, Orlando, FL - Multi-certified Inspector
- **Town of Welaka**, Welaka, FL - Building Official
- **City of Crescent City**, Crescent City, FL - Multi-certified Inspector & Plans Examiner
- **Town of Bronson**, Bronson, FL - Building Official
- **City of Chiefland**, Chiefland, FL - Building Official
- **Davenport Elementary**, Davenport, FL - Multi-certified Inspector
- **City of Dunnellon**, Dunnellon, FL - Building Official
- **City of Inverness**, Inverness, FL - Building Official
- **City of Minneola**, Minneola, FL - Building Official
- **Polk County**, Bartow, FL - Multi-certified Inspector
- **City of Williston**, Williston, FL - Building Official



License information obtained from

www.myfloridalicense.com

Licensee Details

Licensee Information	
Name:	SCHAUB, RAYMOND L (Primary Name)
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1522
Status:	Current,Active
Licensure Date:	10/27/2006
Expires:	11/30/2021
Special Qualifications	
Modular 1&2	Qualification Effective 10/27/2006

License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4800
Status:	Current,Active
Licensure Date:	07/01/2004
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective 09/13/2004
Electrical Inspector	06/15/2006
1&2 Family Dw	07/01/2004
Mechanical	01/07/2005
Plumbing	01/07/2005

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2702
Status:	Current,Active
Licensure Date:	06/02/2006
Expires:	11/30/2021
Special Qualifications	
Building	Qualification Effective 05/08/2007
Mechanical	06/02/2006
Plumbing	05/08/2007



LUIS A. COLON

1&2 Family & Plumbing
Inspector,
Plumbing Plans Examiner,
Fire Inspector I & II

Years of Experience: 20+

STATE OF FLORIDA LICENSES:

Standard Inspector,
BN3362

Standard Plans Examiner,
PX1996

EDUCATION:

HVAC Tech Certification,
Vidal Enterprise

Studies in Civil
Engineering, Valencia
Community College

CERTIFICATION:

Gas & HVAC Certification
Tech

FEMA: NIMS IS-700 and IS-
195 Certification

Venting and Gas Codes
Certification

Florida Department of
Education SREF Certification

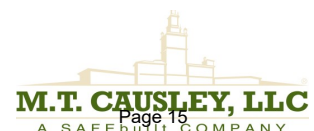
Luis has more than twenty years of experience conducting inspections of new and existing residential properties ensuring compliance with the Florida Building Code Plumbing and applicable codes. His career began working as a plumbing contractor installing, repairing, and maintaining boiler systems, hot and cold water lines, pressure reducing devices, backflow prevention systems, vacuum breakers, gauges and meters, sewer pipe, soil pipe, traps, and any other work pertaining to facility plumbing/boiler systems.

He later advanced his career to become a Plumbing Plans Examiner and Inspector. His responsibilities include: inspecting plumbing and drainage installations for new, existing, renovated, and remodeled buildings, perform witness test of plumbing systems for leaks, examines fixtures, appliances and special fittings.

Luis has worked with several municipalities throughout Central Florida and is familiar with the culture and environment of the area. Consequently, his hands-on experience combined with his extensive knowledge of construction makes Luis is an asset of incalculable value to any building department.

MUNICIPAL EXPERIENCE:

- **City of Clermont**, Clermont, FL - Inspector
- **City of Minneola**, Minneola, FL - 1&2 Family Inspector
- **City of Lake Mary**, Lake Mary, FL - Multi-certified Inspector
- **Winter Park Fire Department**, Winter Park, FL - Volunteer Inspector
- **University of Central Florida**, Orlando, FL - Plumbing Inspector
- **City of Rockledge**, Rockledge, FL - Inspector
- **City of Altamonte Springs**, Altamonte Springs, FL - Inspector
- **City of Winter Garden**, Winter Garden, FL - Inspector
- **City of Winter Springs**, Winter Springs, FL - Inspector
- **City of Casselberry**, Casselberry, FL - Inspector
- **City of Longwood**, Longwood, FL - Inspector
- **Orange County**, Orlando, FL - Inspector





License information from the
Department of Business and Professional Regulation

Licensee Details

Licensee Information	
Name:	COLON, LUIS ANGEL (Primary Name)
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3362
Status:	Current,Active
Licensure Date:	10/09/1998
Expires:	11/30/2021
Special Qualifications	Qualification Effective
1&2 Family Dw Plumbing	
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1996
Status:	Current,Active
Licensure Date:	12/18/2001
Expires:	11/30/2021
Special Qualifications	Qualification Effective
Plumbing	

Litigation

M.T. Causley has not had any disciplinary action, prior or pending litigation or investigation, either civil or criminal, major disputes, contract defaults or liens since the inception of the company, nor have its employees. Additionally, M.T. Causley has not been convicted of a public entity crime or placed on the convicted vendor list.



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Financial Information

Evidence of financial stability has been included on the following pages.



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Independent Auditor's Report

RSM US LLP

Board of Directors and Members
SAFEbuilt Holding Company and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of SAFEbuilt Holding Company and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2018 and 2017, the related consolidated statements of income, changes in stockholders' (deficit) equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SAFEbuilt Holding Company and Subsidiaries as of December 31, 2018 and 2017, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Denver, Colorado
June 6, 2019

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Safebuilt, Llc DUNS: 01-874-7836

Dashboard

Company Info

Address:
3755 Precision Drive Suite 140
Loveland, CO 80538

Phone:
(866) 977-4111

DBA's:

Mailing Address:

Fax:

URL:

Location Type:
Headquarter

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score 76 ▼	Score 581 ▲	Class 1	Score 1423 ▼	Class 4	Recommendation \$40K	Rating 1R3

Payments Summary

Current PAYDEX®: 76 Equal to 6 days beyond terms
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend: ↔ Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 35
Payments Within Terms (not dollar weighted): 78%
Average Highest Credit: 7,631
Largest High Credit: 55,000
Highest Now Owing: 35,000
Highest Past Due: 500

Scores

PAYDEX®

76 ▼

6 days beyond terms

3 Month PAYDEX®

79



Understanding My Score

Payment History

Total (Last 12 Months): 35

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Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt	\$45,000	\$35,000	\$0		1 mo
03/2018	Ppt	\$35,000	\$0	\$0		6-12 mos
03/2018	Ppt	\$2,500	\$0	\$0		4-5 mos
03/2018	Ppt	\$250	\$0	\$0	N30	6-12 mos
03/2018	Ppt	\$250	\$250	\$0	N30	1 mo

Key

PAYDEX®	Payment Practices	PAYDEX®	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trending & Industry Comparison



- This Company (76)
- Industry Median: (78)

	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018
This Company	77	78	78	78	78	78	78	78	78	77	76	76
Industry Quartiles												
Upper	--	--	80	--	--	80	--	--	80	--	--	80
Medium	--	--	78	--	--	78	--	--	78	--	--	78
Lower	--	--	69	--	--	69	--	--	69	--	--	69

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 76 , or equal to 6 days beyond terms
- The 12-month high is 78 , or equal to 3 days beyond terms.
- The 12-month low is 76 , or equal to 6 days beyond terms.

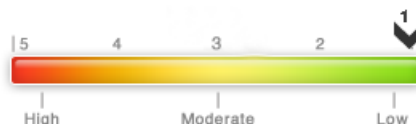
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- The present industry median score is 78 , or equal to 3 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Delinquency Predictor Score

Score **581** ▲ Class **1** Percentile **91%**

Low risk of severe payment
delinquency over next 12 months



Understanding My Score

Incidence of Delinquent Payment:

Among Companies with this Classification: **1.10%**
 Average compared to business in D&Bs database: **10.20%**
 # of Trade experiences exist for this company: **35**

Factors Affecting Your Score:

Higher risk industry based on delinquency rates for this industry

Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key

Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

Trends - Scores, 12 Month



• [My Company \(581\)](#)

Trends - Percentile, 12 Month



• [My Company \(91%\)](#)

Industry Comparison



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This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Financial Stress Score

Score	Class	Nat'l %
1423 ▼	4	24%

Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months



Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.84%**

Average compared to business in D&Bs database: **0.48%**

of Trade experiences exist for this company: **35**

Factors Affecting This Company's Score:

Low proportion of satisfactory payment experiences to total payment experiences.

UCC Filings reported.

High number of inquiries to D&B over last 12 months.

Composite credit appraisal is rated fair.

Business does not own facilities.

Higher risk legal structure.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive

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data files.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

Trends - Scores, 12 Month



- [My Company \(1,423\)](#)

Trends - Percentile, 12 Month



- [My Company \(24%\)](#)

Industry - Comparison

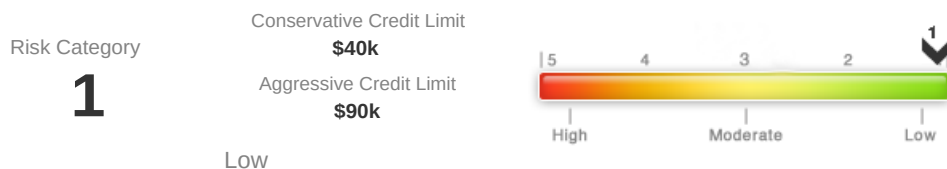


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This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Limit Recommendation



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

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A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

D&B Rating

Rating
1R3

Number of employees: **1R** indicates 10 or more employees
Composite Credit Appraisal: **3** is fair

D&B Rating	Date Applied
1R3	2016-09-29
1R2	2015-10-13
--	2009-12-04

Understanding My Score

Factors Affecting Your Score

of Employees Total: **60 (Undetermined here)**

Payment Activity (based on 35 experiences):

Average High Credit: **\$7,631**

Highest Credit: **\$55,000**

Total Highest Credit: **\$169,600**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Payments

Timeliness of Historical Payments

Current 76 Equal to 6 days beyond terms
PAYDEX®:
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend:  Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 35
Total payment Experiences during the last 3 months: 21
Payments Within Terms (not dollar weighted): 78
Total Placed For Collection: NA
Average Highest Credit: 7,631
Largest High Credit: 55,000
Highest Now Owing: 35,000
Highest Past Due: 500

Payment Summary

Total (Last 12 Months): 35

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	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
Ret mail-order house	5	\$750	\$250	100%	0	0	0	0
Misc business credit	4	\$6,250	\$5,000	40%	60	0	0	0
Short-trm busn credit	2	\$55,100	\$55,000	100%	0	0	0	0
Radiotelephone commun	2	\$80,000	\$45,000	100%	0	0	0	0
Telephone communictns	2	\$10,250	\$10,000	99%	0	1	0	0
Security broker/deal	2	\$350	\$250	100%	0	0	0	0
Help supply service	1	\$10,000	\$10,000	0%	0	100	0	0
Whol furniture	1	\$2,500	\$2,500	100%	0	0	0	0
Nonclassified	1	\$2,500	\$2,500	100%	0	0	0	0
Misc business service	1	\$100	\$100	100%	0	0	0	0
Reg misc coml sector	1	\$100	\$100	100%	0	0	0	0
Other Categories								
Cash experiences	12	\$950	\$500	--	--	--	--	--
Unknown	0	\$0	\$0	--	--	--	--	--
Unfavorable comments	1	\$750	\$750	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	35	\$169,600	\$55,000	--	--	--	--	--

Payments Beyond Terms

Total (Last 12 Months):6

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt-Slow 30	5,000	\$2,500	\$0	Lease Agreeemnt	1 mo
03/2018	Slow 30	500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	250	\$0	\$0	Lease Agreeemnt	2-3 mos
12/2017	Ppt-Slow 60	250	\$250	\$0	N30	1 mo
07/2017	Slow 60	10,000	\$0	\$0	N10	6-12 mos

All Payments

Total (Last 12 Months): 35

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt	\$45,000	\$35,000	\$0	--	1 mo
03/2018	Ppt	\$35,000	\$0	\$0	--	6-12 mos
03/2018	Ppt	\$2,500	\$0	\$0	--	4-5 mos
03/2018	Ppt	\$250	\$0	\$0	N30	6-12 mos
03/2018	Ppt	\$250	\$250	\$0	N30	1 mo
03/2018	Ppt	\$250	\$0	\$0	N30	2-3 mos
03/2018	Ppt	\$100	\$100	\$0	N30	1 mo
03/2018	Ppt	\$100	\$0	\$0	N30	4-5 mos
03/2018	Ppt	\$100	\$0	\$0	N30	2-3 mos
03/2018	Ppt	\$100	\$0	\$0	--	4-5 mos
03/2018	Ppt	\$50	\$0	\$0	N30	2-3 mos
03/2018	Ppt-Slow 30	\$5,000	\$2,500	\$0	Lease Agreeemnt	1 mo
03/2018	Slow 30	\$500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	\$500	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	Slow 30	\$250	\$0	\$0	Lease Agreeemnt	2-3 mos
03/2018	(016)	\$50	--	--	Cash account	1 mo
03/2018	(017)	\$50	--	--	Cash account	1 mo
03/2018	(018)	\$50	--	--	Cash account	1 mo
03/2018	(019)	\$50	\$0	\$0	Cash account	6-12 mos
03/2018	(020)	--	\$0	\$0	Cash account	2-3 mos
02/2018	Ppt	\$10,000	\$0	\$0	--	1 mo
01/2018	(022)	\$750	\$500	\$500	--	--
12/2017	Ppt-Slow 60	\$250	\$250	\$0	N30	1 mo
12/2017	(024)	\$50	--	--	Cash account	1 mo
12/2017	(025)	\$50	--	--	Cash account	6-12 mos
09/2017	Ppt	\$55,000	\$0	\$0	--	1 mo
07/2017	Slow 60	\$10,000	\$0	\$0	N10	6-12 mos
05/2017	(028)	--	--	--	Cash account	4-5 mos
04/2017	(029)	\$50	--	--	Cash account	1 mo
03/2017	Ppt	\$2,500	\$0	\$0	N30	6-12 mos
11/2016	(031)	\$50	--	--	Cash account	1 mo
10/2016	(032)	\$500	--	--	Cash account	1 mo
10/2016	(033)	\$100	--	--	--	1 mo
09/2016	Ppt	\$100	\$0	\$0	Lease Agreeemnt	6-12 mos
05/2016	(035)	\$50	--	--	Cash account	6-12 mos

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. Page 29

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	SAFEUILT, LLC	URL:	NA
Doing Business As:	SAFEUILT, LLC	Stock Symbol:	NA
Street Address:	3755 Precision Drive Suite 140 Loveland, CO 80538	History:	NA
Mail Address:	NA	Operations:	NA
Phone:	(866) 977-4111	Present Management Control:	NA
Line of Business:	Business services	Annual Sales:	NA
		Year Started:	2006
		Manager:	NA
		Gross Revenue:	NA
		Financial Condition:	NA

History

The following information was reported: **02/01/2017**

Officer(s):

MICHAEL MCCURDIE, PRES

DIRECTOR(S):

THE OFFICER(S)

The Delaware Secretary of State's business registrations file showed that Safe Built, Inc. was registered as a corporation on June 30, 2006, under file registration number 4185813 and converted into Safebuilt, LLC on Sept. 26, 2014. Business started 2006.

MERGER/ACQUISITION:

On October 13, 2015, Selina Gonzales, Exec Admin Asst, stated that Independent Inspections, Ltd. has been acquired by Safebuilt, LLC on May 12, 2015 and will be operating as a branch of Safebuilt, LLC. Independent Inspections, Ltd. has now been changed to an Out of Business Status.

RECENT EVENT:

On August 12, 2015, sources stated that SAFEuilt LLC, Loveland, CO, through its subsidiary, SAFEuilt Ohio LLC, Loveland, CO, has acquired Municipal Building Inspection Solutions, LLC, Bedford Heights, Ohio, on July 14, 2015. With the acquisition, Municipal Building Inspection Solutions, LLC will now operate as a subsidiary of SAFEuilt Ohio LLC. SAFEuilt LLC is a portfolio company of Riverside Company. Terms were undisclosed.

MICHAEL MCCURDIE. Antecedents are unknown.

Business address has changed from 70 E Agate Ave, Granby, CO 80446 to 3755 Precision Dr Ste 140, Loveland, CO 80538.

Business address has changed from 3755 Precision Dr Ste 140, Loveland, CO, 80538 to 3755 Precision Drive Suite 140, Loveland, CO, 80538.

Business Registration

We currently don't have enough data to display this section.

Operations

02/01/2017

Description:

Operates business services, specializing in building inspection services (100%).

Terms are undetermined. Sells to undetermined.

Employees: 60 which includes officer(s). Undetermined employed here.

Facilities: Occupies premises in a building.

Branches: This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.

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Subsidiaries: This business has multiple subsidiaries, detailed subsidiary information is available in D&Bs linkage or family tree products chartered 2008. Operates as provider of building inspection services.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7389 0203 Building inspection service

NAICS:

541350 Building Inspection Services

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	12	05/20/16

Evidence of bankruptcy, fraud, or criminal proceedings in the history of business or its management:

No

Noteworthy special events in the company's file:

09/29/2016:

Business address has changed from 3755 Precision Dr Ste 140, Loveland, CO, 80538 to 3755 Precision Drive Suite 140, Loveland, CO, 80538.

The Chief Executive Officer is now MICHAEL MCCURDIE, PRES.

Value of Open suits, liens and judgments for the company:

Suits	0
Liens	0
Judgments	NA

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

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Suits

We currently don't have enough data to display this section.

UCC Filings

Collateral: All Assets including proceeds and products
Type: Original
Sec.Party: MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT,
BETHESDA, MD
Debtor: SAFEBUILT WISCONSIN, LLC
Filing No.: 2016 3031315
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 05/20/16
Latest Info Received: 06/10/16

Collateral: All Assets including proceeds and products
Type: Original
Sec.Party: MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT,
BETHESDA, MD
Debtor: SAFEBUILT WASHINGTON, LLC
Filing No.: 2016 3031307
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 05/20/16
Latest Info Received: 06/10/16

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT GEORGIA, LLC
Filing No.: 06014008885
Filed With: FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA,
GA
Date Filed: 10/13/14
Latest Info Received: 11/21/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT MICHIGAN, LLC
Filing No.: 2014 3994720
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA,
MD
Debtor: SAFEBUILT TEXAS, LLC

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Filing No.: 2014 3994704
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT LOUISIANA, LLC
Filing No.: 2014 3994498
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT FLORIDA, LLC
Filing No.: 2014 3994480
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ARIZONA, LLC
Filing No.: 2014 3994456
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ACQUISITION COMPANY
Filing No.: 2014 3994415
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/03/14
Latest Info Received: 11/04/14

Collateral: All Assets
Type: Original
Sec.Party: MIDCAP FINANCIAL, LLC, AS ADMINISTRATIVE AGENT, BETHESDA, MD
Debtor: SAFEBUILT ILLINOIS, LLC
Filing No.: 019693740

Filed With: SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL
Date Filed: 10/03/14
Latest Info Received: 10/21/14

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Government Activity

Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: NO
Grantee: NO
Party excluded from federal program(s): NO
Possible Candidate:
Labor Surplus Area: N/A
Small Business: YES (2018)
8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Financials

Key Business Ratios from D&B



- [This Company](#)

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Deferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Corporate Linkage

Parent		
Company Name	DUNS #	City, State
SAFEBUILT, LLC	01-874-7836	LOVELAND, COLORADO
Headquarters (US)		
Company Name	DUNS #	City, State
SAFEBUILT OHIO, LLC	04-685-5929	LOVELAND, COLORADO
SAFEBUILT, LLC	01-874-7836	LOVELAND, COLORADO
SAFE BUILT COLORADO, INC.	94-163-2523	LOVELAND, COLORADO
US Linkages		
Company Name	DUNS #	City, State
Subsidiaries		
MUNICIPAL BUILDING INSPECTION SOLUTIONS LLC	05-211-0761	BEDFORD HEIGHTS, OHIO
SAFEBUILT OREGON, INC.	02-215-9401	LOVELAND, COLORADO
Branches		
SAFE BUILT COLORADO, INC.	09-834-2186	WESTMINSTER, COLORADO
SAFEBUILT, LLC	08-001-9905	WAUKESHA, WISCONSIN
SAFEBUILT, LLC	10-065-8066	MCHENRY, ILLINOIS
SAFE BUILT COLORADO, INC.	01-692-9725	FIRESTONE, COLORADO



Similar Projects

Attachment "F" has been completed and is included on the following page.

Following Attachment F, are additional examples that demonstrate our experience and success in providing Building Official, Plan Review and Inspection Services.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

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Attachment "F" References

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: Polk County	
Type of Project/Service: Building Inspection & Plan Review Services	
Address: 330 West Church Street, Bartow, FL 33830	
Contracting Agency/Client: Polk County	
Contact Name and Phone #: Chandra Frederick, Building Division Director, 863.534.6564	
Contact Email Address and Fax #: chandrafrederick@polk-county.net Fax: 863.534.5925	
Contract Amount: \$350,000.00	Date Work Performed: March 2015 - June 30, 2022
Project #2:	
Project Name: City of Eustis	
Type of Project/Service: Building Official, Plan Review and Inspection Services	
Address: 10 N. Grove Street, Eustis, FL 32726	
Contracting Agency/Client: City of Eustis	
Contact Name and Phone #: Lori Barnes, 352.483.5462	
Contact Email Address and Fax #: barnesl@ci.eustis.fl.us Fax: 352.357.4177	
Contract Amount: \$100,000.00	Date Work Performed: October 2017 - October 2020
Project #3:	
Project Name: City of Clermont	
Type of Project/Service: Plan Review and Inspection Services	
Address: 685 West Montrose Street, Clermont, FL 34711	
Contracting Agency/Client: City of Clermont	
Contact Name and Phone #: Darren Gray Phone: 352.241.7351	
Contact Email Address and Fax #: dgray@clermontfl.com Fax: 352.394.4087	
Contract Amount: \$137,000.00	Date Work Performed: September 2015 - November 2022*
Project #4:	
Project Name: University of Central Florida	
Type of Project/Service: Plan Review and Inspection Services	
Address: 12479 Research Parkway, Orlando, FL 32826	
Contracting Agency/Client: University of Central Florida	
Contact Name and Phone #: Roy Johnston Phone: 407.823.2661	
Contact Email Address and Fax #: Roy.Johnston@ucf.edu	
Contract Amount: \$227,000.00	Date Work Performed: July 2017 - July 2020
Project #5:	
Project Name: City of Altamonte Springs	
Type of Project/Service:	
Address: 225 Newburyport Avenue, Altamonte Springs, FL 32701	
Contracting Agency/Client: City of Altamonte Springs	
Contact Name and Phone #: Chad Elliott Phone: 407.571.8077	
Contact Email Address and Fax #: CElliott@altamonte.org Fax: 407.571.8082	
Contract Amount: \$10,000.00	Date Work Performed: October 2016 - September 2020

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

*Previously contracted through sister company: Florida Municipal Services, Inc.

Building Official/Building Code Administrator Services



City of Treasure Island, Treasure Island, FL

The City of Treasure Island contacted us for assistance because one of their Inspectors was injured. After meeting with our team and being impressed with the caliber of our staff, the City was confident we could assist them with equally qualified individuals on a full-time basis. We are currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, Plan Review, Inspection and Flood Plain Management services.



City of Bradenton Beach, Bradenton Beach, FL

When the City of Bradenton Beach decided to privatize their Building Department, we provided the City with sufficient staff to manage it successfully. Currently, the City is supplied with a Building Official who is responsible for Plans Review and Inspections for all trade categories. In 2015, the City chose to contract services for five years due to our superior level of service.



City of Bellevue, Bellevue, FL

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.

Building Official/Building Code Administrator Services



Town of Lady Lake, Lady Lake, FL

The Town of Lady Lake entered into a contract as a result of a Request for Proposal in 2016. Although we were not the highest overall ranked firm, the three committee members rated us higher. We provided a lower rate schedule and we seemed better suited to provide redundancy with an alternate staff team. In 2019, the Town issued a new RFP for Plan Review & Inspection Services. We were awarded the three year contract as part of the top ranked firms.



Village of Biscayne Park, Biscayne Park, FL

In 2018, the Village issued a Request for Proposal for Building Permit Review and Inspection Services and Municipal Planning Department. By combining the strengths of M.T. Causley and our sister company, Calvin, Giordano & Associates, we are able to offer the Village a wide range of services. We are primarily responsible for the Plan Review and Inspection services while our partner, CGA, focuses on the municipal planning services. Since October 2018, the Village is staffed with a Building Official and multi-licensed Plan Examiners and Inspectors.



City of Florida City, Florida City, FL

Mr. Causley was contracted to provide Mechanical and Plumbing Plan Review and Inspection Services on an as-needed basis in 1992. The agreement was renewed on a yearly basis during two decades due to our ability to meet the City's needs and provide additional assistance when necessary.

In January of 2015, the City of Florida City issued an RFQ for Plan Review and Inspection Services. We were awarded the contract. We provide Plan Review and Inspection Services for all trades on a daily basis including a Building Official.

Building Official/Building Code Administrator Services

Town of Juno Beach, Juno Beach, FL

When The Town of Juno Beach saw the need to establish its own Building Department in 2006, they called on M.T. Causley for assistance. This contract has been extended based on our excellent performance and understanding of the critical requirements of the Town. Our staff has gained vital insight regarding the Town's processes and operations of the Building Department. Additionally, our staff is familiar with the Town's Energov System, forms and requirements.



M.T. Causley:

Developed ordinances required to adopt the Building Code

Drafted an extensive Fee Schedule for Commission approval

Created all necessary departmental forms, including permit applications, change of contractor, notice of commencement, etc.

Implemented a new computer system and trained Town clerical staff

Provided sufficient staff to operate a successful, full-service building department

Since 2006, M.T. Causley has continued to provide the Town with Building Plan Review and Inspection Services, including a dedicated Building Official. Services include:

- Plan reviews
- Inspections
- Ensuring permits are completed and maintained appropriately
- Response to Code related questions
- Review and inspect Flood Zone and Flood Proofing projects



M.T. Causley also assists the Town by providing Public Works inspections, utilities, other underground and above ground related public works projects including roadways when required. When the original term of this contract expired September 2012, the Town issued an RFP for Building Department Services and M.T. Causley was again chosen to provide services until 2020.



18001 Gulf Blvd, Redington Shores, FL 33708 | O: (727) 202-6825 | www.mtcinspectors.com

Plan Review & Inspection Services



Polk County, Bartow, FL

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.



Town of Medley, Medley, FL

The Town of Medley found itself in need to privatize it's building department. Therefore, in 2013, a formal Request for Proposal was issued requesting Building Department Services. We were selected and entered into an Agreement on November 4, 2013. Plan Examiners and Inspectors for all trades are provided on a daily basis.



City of West Palm Beach, West Palm Beach, FL

We have been providing Inspection Services to the City since 2010. Multi-certified Plan Examiners and Inspectors are provided upon request. We entered into a piggyback agreement in 2019 for the next four years.



Project Approach

A. Resources

We have assisted Florida government agencies with Building Official, Plan Review and Inspection Services through all aspects of growth: establishment, expansion, and stabilization. Throughout our twenty-four (24) 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 Official, Plan Review and Inspection Services is simple: do everything necessary to ensure a smooth integration of existing (City) and new (M.T. Causley) resources. To do so, our staff will meet with the City, 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



CLIENT CENTERED
APPROACH



IMPROVE
COST EFFICIENCIES



DATA REPORTING
AND METRICS



INCREASE
WORKFLOW PRODUCTIVITY



ELECTRONIC PLAN REVIEW
AND EFFICIENT
FRONT COUNTER SERVICES



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Personnel

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. As an outside firm providing services to other Florida government agencies, we are able to address such staffing issues appropriately. 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
 - Health, Dental, Vision and Life
- Uniforms
- Continuing Education Courses
- Cell phones
- iPads/Laptops
- OSHA Required Safety Equipment
- Code and Reference Books
- Building Guides

B. Services

We are committed to providing the City with Building Official, Plan Review and Inspection Services. The following explains in further detail our approach to delivering each service and task.

Building Official

Scott Davis, an experienced Building Official, will oversee compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes, as well as health, safety and welfare statutes, Unsafe Building Abatement Code, Federal Emergency Management Contractor and all ordinances. Additionally, he will administrate all plan review, inspections and enforcement. Services will be coordinated with responsible local, state, and federal agencies, departments and entities. **Philip Sutherland** and **Raymond Schaub**, also experienced and licensed Building Officials, will support Mr. Davis in the event he is not available.

Responsibilities include:

- Assist with the permitting process established by the City
- Coordinate with the Department's Permit Technician
- Serve as technical advisor for the Building Department
- Issue Permits
- Acts as the liaison to the construction industry, State, contractors and the general public
- Review State Statutes affecting construction and determine impact on the City
- Review, research and make recommendations

for approval of adoption of departmental policies.

Plan Review

Available staff: Scott Davis, Philip Sutherland, and Raymond Schaub

Plan review will be conducted at the City's building department. Staff will review all plans, ensuring they meet the protocol established by the Florida Building Code, National Electric Code, the Building Official in addition to the adopted codes, local amendments and Florida Statute 468.603. Plan review will include building, roofing, plumbing, mechanical, electrical, gas, fire prevention, energy, and accessibility categories for single and multi-family residence, commercial, office and industrial projects.



We will be a resource to applicants on submittal requirements and be available to them throughout the process. We will work with other departments on the concurrent review process and be available for pre-submittal meetings. We are also a resource for other members of the team and will provide support as questions arise in the field from Inspectors.



B. Services (cont'd)

Highlighted responsibilities include:

- Determination of type of construction, use, and occupancy classification and review of plans to determine compliance with applicable codes and ordinances using a state approved Plans Examiner
- Review of plans will result in recommendation of approval, approval with modifications, or denial of the plans with clear and specific written findings and observations that support the recommendations. Reviewers will upload information utilizing Click2Gov permit system.
- Meet or exceed agreed upon plan review turnaround times and return a set of finalized plans and all supporting documentation
- Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete
- Walk-thru plans review services may be provided during designated times for minor permits.

Inspections

Available staff: Scott Davis, Philip Sutherland, Raymond Schaub and Luis Colon

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 into Click2Gov
- Provide clear, specific and definite written final recommendations and observations regarding each inspection completed
- Discuss inspection results with site personnel



- Investigate alleged complaints received at the City and provide written report of inspection and investigation using City inspection forms.
- Staff can conduct change of occupancy inspections as well as investigate complaints, hazardous building inspections and assist with prosecution of building code and hazardous building violations. Staff will provide practical alternatives to bring buildings into compliance and clarify the intent of codes and ordinances.
- Speak with contractors, architects, engineers and citizens about construction projects, code questions and all other related concerns.



C. Response Time

Implementation Schedule

Implementation will begin with the approval of the City 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 and Field Supervisor will evaluate the workload to determine staffing needs to meet the expected services.
- Project Manager and/or the Building Official will work with the City in establishing services the City may need to ensure the Building Department operates as efficiently and customer-service oriented as possible. For example, we can assist the City in implementing a fee schedule that will be most beneficial to the City and its residents.
- Agreed upon office hours will be determined to provide availability to the public and for meetings with various City entities.

- 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 in assisting cities and counties with the transition and establishment of Building Department Services, 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 Turnaround

Staff will complete the review of residential and non-residential plans within the City's pre-determined turnaround time. The graphs below represent turnaround times that other City's have elected.

Type of Job	First Check	Re-Check
Residential		
New	5 working days	5 working days
Addition	3 working days	3 working days
Remodel	3 working days	3 working days

Type of Job	First Check	Re-Check
Non-Residential		
New	10 working days	5 working days
Addition	7 working days	5 working days
Remodel	5 working days	5 working days



D. Innovative Concepts

Project Supervision & Quality Control

We pride ourselves in meeting the needs of our clients by maintaining a high level of quality control. We hire experienced staff with all required certifications and licenses. Their skills are maintained and augmented through industry training programs, and inspections are periodically peer-reviewed with supervisors to resolve ambiguities, or to address client concerns.

To ensure quality, we use a Quality Assurance and Quality Control (QA/QC) program where our Chief Project Manager performs random quality inspection evaluations of our staff throughout the year. She also performs a ride-along with staff as a mentoring and training exercise.

Other examples of our QA/QC activities include:

- Usage of standardized processes for scheduling, completion of returned work, reports, and other items to ensure consistency and satisfaction of client experience for work conducted.
- Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Staff feedback as necessary for any discrepancies and/or improvements needed.
- Staff receive training to grow professionally and improve skill sets
- Staff are paid to attend training opportunities
- Staff attends a minimum of 16 hours per year of continuous education courses
- Period building plan peer review

- Inspection staff receive periodic peer reviews and “ride-alongs” to ensure consistency and satisfaction of client experience for work performed
- Project Manager conducts periodic check-ins with clients to receive feedback regarding satisfaction with work performed and services provided.
- We use both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services

Additional Services - Remote Plan Review

We have the ability to provide remote plan review services. The process is simple, increases efficiency, and reduces cost.

- Plans are emailed to our office (via FTP Site, Dropbox, or ProjectDox)
- Plans are reviewed by in-house reviewers certified in each trade
- Comments are issued upon completion of review and can be reviewed through our web based system
- Building Official reviews the comments and decides which comments to enforce based on the City’s ordinances and regulations
- Any additional follow-up reviews can be completed by the Building Official



E. Current and Project Workload

We do not have ongoing projects in the City of Casselberry that would hinder or affect our capacity to assist the City. We will strive to maintain an exceptional level of customer service and exceed the City's expectations.

We are currently contracted with one neighboring city and the University of Central Florida (UCF). UCF is being provided with one full time permit technician and two part-time multi-certified Inspector and Plan Examiners. We maintain a minimum of two Plan Reviewers and Inspectors per discipline to ensure coverage is available in the event a city requires additional support.





City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "I"
Price Proposal Form

RFP-2020-0579 Building Official Services		
Building Official Services (Per Hour)	Standard Rate	Overtime Rate, 4-hr minimum*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional Items**	Standard Rate	
Vehicle and Fuel Usage	\$0.00	
Phone and Applicable Service Charges	\$0.00	
Miscellaneous equipment (measuring devices, ladders, flashlights, etc.)	\$0.00	
Fees for Continuing Education for Licenses and Certifications	\$0.00	
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	
Travel - If travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate		
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City and are subject to a 4-hour minimum		
**With the exception of Travel, items are included in the standard Licensed Building Official rate		

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement Division for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: **M.T. Causley, LLC - A SAFEbuilt Company**

Mailing Address: **18001 Gulf Blvd, Redington Shores, FL 33708**

Telephone Number: **727.202.6825** Fax Number: **727.258.4986** E-mail Address: **mtc@mtcinspectors.com**

Authorized Signature:  Michael T. Causley FEIN: **65-0782808**
 Printed Name
 Title: **President** Date: **January 10, 2020**

STATE OF **Florida**
 COUNTY OF **Miami-Dade**

The foregoing instrument was executed before me this 10 day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.


 NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
 Failure to submit this form may be grounds for disqualification of your submittal



BENJAMIN ALAN DELVAL
 Commission # GG 166683
 Expires December 10, 2021
 Bonded Thru Budget Notary Services



Attachment "A"
Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$ 500,000.00
b) Automobile Property Damage	\$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	\$1,000,000.00
b) Aggregate	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$ 5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Casselberry" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

- E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.
- G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.


AUTHORIZED SIGNATURE

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



BENJAMIN ALAIN DELVAL
Commission # GG 186683
Expires December 10, 2021
Bonded Thru Budget Notary Services

NOTARY PUBLIC
STATE OF Florida

MY COMMISSION EXPIRES: 12/10/21

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		CONTACT NAME: PHONE (A/C, No, Ext): 312-856-9400 FAX (A/C, No): 312-856-9425 E-MAIL ADDRESS: ckost@rbninsurance.com		
INSURED M.T. Causley, LLC 866 Ponce De Leon Blvd, 2nd Floor Coral Gables FL 33134 SAFELLC-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Fire Insurance Co.		19682
		INSURER B : Hartford Casualty Insurance Co		29424
		INSURER C : Navigators Insurance Company		42307
		INSURER D : Twin City Fire Insurance Co.		29459
		INSURER E : Great American E&S Ins. Co.		37532
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 1074309952**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			83UENZV3951	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CH19EXC885600IV	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☐ N	☐ A	83WECE0623	5/12/2019	5/12/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			TER285-99-95	10/3/2019	10/3/2020	Each Claim/Aggregate 9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry FL 32707

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: SAFELLC-01

LNORTZ

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RBN Insurance Services		NAMED INSURED M. T. Causley, LLC 97 NE 15th Street Homestead, FL 33030	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

Attachment "B"
Conflict of Interest and Non-Collusion Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2020-0579 titled Building Official Services.

This sworn statement is submitted by M.T. Causley, LLC - A SAFEbuilt Company whose business address is
18001 Gulf Blvd, Redington Shores, FL 33708 [Name of entity submitting sworn statement]
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0782808 of the individual signing this sworn statement:
_____.

My name is Michael T. Causley and my relationship to the above entity is President.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 2020-0579 for
Building Official Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Casselberry government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.


AUTHORIZED SIGNATURE

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



BENJAMIN ALAIN DELVAL
Commission # GG 166683
Expires December 10, 2021
Bonded Thru Budget Notary Services


NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
⚡ Failure to submit this form may be grounds for disqualification of your submittal ⚡

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. <u>Not applicable</u>	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727-202-6825 Fax Number: 727-258-4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signature

President

Title

Michael T. Causley FEIN: 65-0782808

Printed Name
January 10, 2020

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2020-0579 BUILDING OFFICIAL SERVICES

Due Date: January 14, 2020 - 2:00 p.m.

Attachment "D"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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 abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, 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, Florida Statutes, 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.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.



AUTHORIZED SIGNATURE
Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was executed before me this 10th day of January, 2020, by Michael T. Causley as President of M.T. Causley, LLC - A SAFEbuilt Company, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the corporation, and who is personally known to me OR has produced _____ as identification.



NOTARY PUBLIC, State of Florida
PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE – (if applicable)



Attachment "E" Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation.

Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

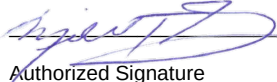
TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		18001 Gulf Blvd, Redington Shores, FL 33708			
Federal I.D. Number		65-0782808			

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com

 Michael T. Causley FEIN: 65-0782808

Authorized Signature

Printed Name

President

January 10, 2020

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

ESGIL, LLC
FLORIDA MUNICIPAL SERVICES, LLC
INDEPENDENT INSPECTIONS, LLC
M. T. CAUSLEY, LLC
MTCI PRIVATE PROVIDER SERVICES, LLC
MUNICIPAL BUILDING INSPECTION SOLUTIONS, LLC
SAFEBUILT ARIZONA, LLC
SAFEBUILT CAROLINAS, LLC
SAFEBUILT COLORADO, LLC
SAFEBUILT FLORIDA, LLC
SAFEBUILT GEORGIA, LLC
SAFEBUILT ILLINOIS, LLC
SAFEBUILT LOUISIANA, LLC
SAFEBUILT MICHIGAN, LLC
SAFEBUILT NEW MEXICO, LLC
SAFEBUILT OHIO, LLC
SAFEBUILT OREGON, LLC
SAFEBUILT TEXAS, LLC
SAFEBUILT WASHINGTON, LLC
SAFEBUILT WISCONSIN, LLC

Omnibus Written Consent of the Sole Member Without a Meeting

Pursuant to:

- (a) Section 5(b) of the Operating Agreement of Esgil, LLC, a California limited liability company ("*Esgil*");
- (b) Section 5(b) of the Amended and Restated Operating Agreement of Florida Municipal Services, LLC, a Florida limited liability company ("*FMS*"), and Section 605.04073 of the Florida Revised Limited Liability Company Act (the "*Florida Act*");
- (c) Section 5(b) of the Operating Agreement of Independent Inspections, LLC, a Wisconsin limited liability company ("*II*");
- (d) Section 5(b) of the Amended and Restated Operating Agreement of M.T. Causley, LLC, a Florida limited liability company ("*MTC*"), and Section 605.04073 of the Florida Act;
- (e) Section 5(b) of the Amended and Restated Operating Agreement of MTCI Private Provider Services, LLC, a Florida limited liability company ("*MTCI*"), and Section 605.04073 of the Florida Act;
- (f) Section 5.8 of the Operating Agreement of Municipal Building Inspection Solutions, LLC, an Ohio limited liability company ("*MBIS*");
- (g) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Arizona, LLC, a Delaware limited liability company ("*SAZ*"), and Section 18-302(d) of the Delaware Act;

(h) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Carolinas, LLC, a Delaware limited liability company (“**SCS**”), and Section 18-302(d) of the Delaware Act;

(i) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Colorado, LLC, a Colorado limited liability company (“**SCO**”);

(j) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Florida, LLC, a Delaware limited liability company (“**SFL**”), and Section 18-302(d) of the Delaware Act;

(k) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Georgia, LLC, a Georgia limited liability company (“**SGA**”), and Section 14-11-309(1) of the Georgia Limited Liability Company Act;

(l) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Illinois, LLC, an Illinois limited liability company (“**SIL**”);

(m) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Louisiana, LLC, a Delaware limited liability company (“**SLA**”), and Section 18-302(d) of the Delaware Act;

(n) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Michigan, LLC, a Delaware limited liability company (“**SMI**”), and Section 18-302(d) of the Delaware Act;

(o) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt New Mexico, LLC, a New Mexico limited liability company (“**SNM**”);

(p) Section 5(b) of the Operating Agreement of SAFEbuilt Ohio, LLC, an Ohio limited liability company (“**SOH**”);

(q) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Oregon, LLC, a Delaware limited liability company (“**SOR**”), and Section 18-302(d) of the Delaware Act;

(r) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Texas, LLC, a Delaware limited liability company (“**STX**”), and Section 18-302(d) of the Delaware Act;

(s) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Washington, LLC, a Delaware limited liability company (“**SWA**”), and Section 18-302(d) of the Delaware Act; and

(t) Section 5(b) of the Amended and Restated Operating Agreement of SAFEbuilt Wisconsin, LLC, a Delaware limited liability company (together with Esgil, FMS, II, MTC, MTCI, MBIS, SAZ, SCS, SCO, SFL, SGA, SIL, SLA, SMI, SNM, SOH, SOR, STX, and SWA, the “**Companies**”), and Section 18-302(d) of the Delaware Act;

the undersigned, being the sole member (the “**Member**”) of each of the Companies, hereby consents in writing by this Omnibus Written Consent of the Sole Member Without a Meeting (this “**Consent**”) to the adoption of the following resolutions:

Appointment of Manager

RESOLVED, that, effective October 31, 2018, David Bao is hereby duly appointed as a manager of each of the Companies, to serve until his respective successor is appointed or until the earlier of his resignation, removal or death;

FURTHER RESOLVED, that the current managers of each of FMS, MTC and MTCI are as follows:

Michael Eblin (Chairman)
David Bao
Michael Causley
Michael C. McCurdie
Bradley J. Mundt
Loren J. Schlachet
William White

FURTHER RESOLVED, that the current managers of each of the Companies other than FMS, MTC and MTCI are as follows:

Michael Eblin (Chairman)
David Bao
Michael C. McCurdie
Bradley J. Mundt
Loren J. Schlachet
William White

General

RESOLVED, that any actions previously taken or caused to be taken by any of the officers of each of the Companies (the “***Authorized Officers***”) in connection with any of the matters contemplated by the foregoing resolutions are hereby acknowledged to be duly authorized acts performed on behalf of each of the Companies and are hereby ratified, confirmed and adopted as such; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered, in the name and on behalf of each of the Companies, to execute and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or Authorized Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval.

[Signature Page Follows]

Delivery of an executed signature page to this Consent by facsimile or other electronic transmission (including documents in Adobe PDF format) will be as effective as delivery of a manually executed counterpart to this Consent. This Consent shall be effective as of the date written above when executed by the Member in the place designated for signature below.

Upon execution of this Consent, the undersigned hereby directs that this Consent be filed in the Companies' minute books.

Dated: October 31, 2018

SAFEBUILT, LLC



By: _____
Name: Loren J. Schlachet
Title: Vice President

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2020-0579	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com

Authorized Signature

Michael T. Causley
Printed Name

65-0782808
FEIN Number

President _____

Title _____

January 10, 2020

Date

Page 68

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: M.T. Causley - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com

 _____ Authorized Signatory	<u>Michael T. Causley</u> _____ Printed Name	<u>FEIN: 65-0782808</u> _____
<u>President</u> _____ Title	<u>January 10, 2020</u> _____ Date	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP-2020-0579, titled Building Official Services by
M.T. Causley, LLC - A SAFEbuilt Company whose business address [Name of entity submitting sworn
Statement] is 18001 Gulf Blvd, Redington Shores, FL 33708 and its Federal Employer
Identification Number (FEIN) is 65-0782808. My name is
Michael T. Causley and my [Please print name of individual signing] relationship to the above is
President.

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by **31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995)**. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure."

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



AUTHORIZED SIGNATORY
President

Title


Witness Signature

Michael T. Causley

Typed Name of AUTHORIZED SIGNATORY
January 10th, 2020

Date
Suhail Andarcio

Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

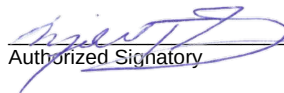
The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Casselberry. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com


Authorized Signatory

Michael T. Causley
Printed Name

FEIN: 65-0782808 DUNS: 06-836-9128

President
Title

January 10th, 2020
Date

CAGE Code: N/A
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
❖ Failure to submit this form may be grounds for disqualification of your submittal ❖

**Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

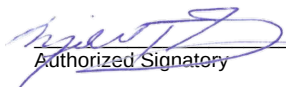
On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Proposer/Contractor Name: M.T. Causley, LLC - A SAFEbuilt Company

Mailing Address: 18001 Gulf Blvd, Redington Shores, FL 33708

Telephone Number: 727.202.6825 Fax Number: 727.258.4986 E-mail Address: mtc@mtcinspectors.com



Authorized Signatory

Michael T. Causley

Printed Name

FEIN: 65-0782808 DUNS: 06-836-9128

President

Title

January 10, 2020

Date

CAGE Code: N/A
As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☛ Failure to submit this form may be grounds for disqualification of your submittal ☛

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER
COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: M.T. Causley, LLC - A SAFEbuilt Company

By: Michael T. Causley

Date: January 10, 2020

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

❖Failure to submit this form may be grounds for disqualification of your submittal❖

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 5, 2016, effective August 29, 1997.

The document number of this limited liability company is L16000085702.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on February 21, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of February,
2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8754383066CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 5, 2016, effective August 29, 1997.

The document number of this limited liability company is L16000085702.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on February 15, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of February,
2018*



Ken Datzner
Secretary of State

Tracking Number: CC6709066339

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that M. T. CAUSLEY, INC. is a corporation organized under the laws of the State of Florida, filed on August 29, 1997.

The document number of this corporation is P97000075597.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 4, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of March, 2016*



Ken DeFuria
Secretary of State

Tracking Number: CC7837503272

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

Renewal

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.

MICHAEL T. CAUSLEY

97 NE 15TH ST.

HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.

18001 GULF BLVD.

REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65
Previous Balance:		\$0.00
Penalty:		\$0.00
Total Due:		\$34.65

For Period Beginning: 10/01/2019 And Ending: 9/30/2020

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.
MICHAEL T. CAUSLEY
97 NE 15TH ST.
HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.
18001 GULF BLVD.
REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65

Previous Balance: \$0.00

Penalty: \$0.00

Total Due: \$0.00

For Period Beginning: 10/01/2018 And Ending: 9/30/2019

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

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Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
(727) 397-5538

BUSINESS TAX RECEIPT

License Number: 1018

Business Name, Owner's Name & Mailing Address

FLORIDA MUNICIPAL SERVICES, INC.

MICHAEL T. CAUSLEY

97 NE 15TH ST.

HOMESTEAD, FL 33030

Owner's Name & Business Address

FLORIDA MUNICIPAL SERVICES, INC.

18001 GULF BLVD.

REDINGTON SHORES, FL 33708

The above named Person, Firm or Corporation is Licensed to engage in the following Business Activities:

Code	Description	
GS	GENERAL SERVICES	\$34.65

Previous Balance: \$0.00

Penalty: \$0.00

Total Due: \$34.65

For Period Beginning: 10/01/2017 And Ending: 9/30/2018

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY TOWN LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE TOWN, SUBJECT TO ZONING RESTRICTIONS.

PAYMENT IS DUE UPON RECEIPT OF THIS NOTICE. A DELINQUENT PENALTY OF 10% WILL BE IMPOSED ON OCTOBER 1ST. A DELINQUENT PENALTY WILL CONTINUE TO BE IMPOSED ON UNPAID BALANCES NOT TO EXCEED 25%.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. M.T. Causley, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 866 Ponce de Leon Blvd	Requester's name and address (optional)
	6 City, state, and ZIP code Coral Gables, FL 33134	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
6	5			-	0	7	8	2
							8	0
								8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 7, 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

Search

[Events](#) **No Name History**

Detail by Entity Name

Florida Limited Liability Company
M. T. CAUSLEY, LLC

Filing Information

Document Number	L16000085702
FEI/EIN Number	65-0782808
Date Filed	05/05/2016
Effective Date	08/29/1997
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	05/17/2016
Event Effective Date	NONE

Principal Address

3755 Precison Drive
SUITE 140
LOVELAND, CO 80538

Changed: 04/17/2017

Mailing Address

3755 Precison Drive
SUITE 140
LOVELAND, CO 80538

Changed: 04/17/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/17/2016

Address Changed: 05/17/2016

Authorized Person(s) Detail

Name & Address

Title Manager

CAUSLEY, MICHAEL T.
3755 Precison Drive
SUITE 140
LOVELAND, CO 80538

Annual Reports

Report Year	Filed Date
2017	04/17/2017
2018	02/15/2018
2019	02/21/2019

Document Images

02/21/2019 -- ANNUAL REPORT	View image in PDF format
02/15/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
05/17/2016 -- CORLCRACHG	View image in PDF format
05/05/2016 -- Florida Limited Liability	View image in PDF format

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

Search

[Events](#) **No Name History**

AGENDA ITEM REPORT



To: Town Mayor & Commission

Subject: Amnesty Program expired as of 4/30/2022. I would like to request for the program to be extended until 01/31/2026. 40,000 was allocated from the aarpa funds to reimburse up to 1,500 hundred to the residents which completed the program. I would also like to request an additional \$25,000 from the aarpa funds to be allocated towards the amnesty program if approved by the Town Commission. This program has helped many residents with financial hardship, and we would like to continue to aid the residents by extending the amnesty program.

Meeting:

Department: Code

Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

RECOMMENDATION:

To extend the amnesty program until 01/31/2026

ATTACHMENTS:

[2021-061 amnesty program](#)

[Agenda Item Report - AIR-22-200 - Pdf](#)

[AGENDA SPECIAL COMMISSION MEETING - Dec 15 2021 - Agenda - Pdf](#)

[ARPA DrawDown](#)

[Building PP presentation Amnesty Program](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Mar 08 2024
Aleem Ghany, Public Services Director	Approved - Mar 11 2024
Marlen Martell, Town Clerk	Approved - Mar 11 2024

RESOLUTION NO. 2021-061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed in the Town (the “Town”) without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit “A”, to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town

and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

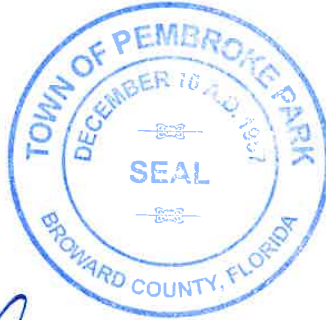
SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year and which shall commence January 1, 2022.

SECTION 3: Severability That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 4: Conflicts. That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

SECTION 5: Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 15 day of December, 2021.

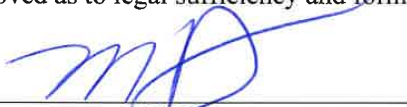



GEOFFREY JACOBS
Mayor

ATTEST:


MARLEN MARTELL
Town Clerk

Approved as to legal sufficiency and form.


MELISSA ANDERSON
Town attorney

AGENDA ITEM REPORT



To: Commission Approval
Subject: Request for Extension to the "Amnesty Program" Expiration Date
Meeting: 12 14 2022 DRAFT AGENDA REGULAR COMMISSION MEETING - Dec 14 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[22-027](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-027

DATE: December 07, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Reynold Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

FROM: Miguel A. Núñez, Building Official *MN*

RE: **AMNESTY PROGRAM EXTENSION.**

At this time, I would like to request authorization from the commission to extend the expiration date of the "Amnesty Program" until April 30, 2022, due many unforeseen issues with the outside contributors of this program.

Therefore, your approval to this matter will be appreciated by the applicants and the community.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.



AGENDA

SPECIAL COMMISSION MEETING

7:00 PM - Wednesday, December 15, 2021
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
4.1. Removed from consent item 7.6. Added to consent waiver of penalty fee. Add to agenda Finance Department by Mayor Jacobs	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. PRESENTATIONS	
6.1. Bills of Interest - Lobbyist Sigerson Lobbyist Bills of Interest Memo	7 - 16
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell Special Commission Meeting - November 23, 2021 Workshop Commission Meeting - November 23, 2021 11 23 2021 REVISED 12 29 2021 SPECIAL COMMISSION MINUTES 11 23 2021 REVISED 12 29 2021 Workshop Commission Meeting	17 - 27
7.2. Bills over \$10,000 - Finance Director Taubenfeld Finance Bills Over \$10,000 December 15th 2021	28
7.3. Fiscal 2021 - PRE Audit Revenue and Expenditures for the fiscal year end 2021 - Finance Director Taubenfeld AIR-21-288 None Agenda Item Report - AIR-21-288 - Pdf Replacement of graph on page 31 of the agenda	29 - 34
7.4. Regional Mutual Aid Agreement for Law Enforcement and Fire/Rescue Services - Town Attorney Anderson AIR-21-276 Approve the Regional Mutual Aid Agreement Agenda Item Report - AIR-21-276 - Pdf	35 - 49
7.5. Updates to Employee Handbook - HR Consultant Menegazzo Page 7 of 52	50 - 132 Page 1 of 595

[HR Cover Letter Handbook](#)
[HR Employee Handbook Reviewed by TA](#)

- 7.6. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld 133 - 157
MOVED ITEM OUT OF CONSENT AND PLACED AS 11.9
AIR-21-287

Approve Budget Amendment
[Agenda Item Report - AIR-21-287 - Pdf](#)

- 7.7. Resolution Approving Progressive Settlement Agreement - Town 158 - 231
Attorney Anderson
RESOLUTION NO. 2021-060

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA
PERTAINING TO THE SUBJECT OF ADMINISTRATION; **APPROVING
A DRAFT SETTLEMENT AGREEMENT BETWEEN THE TOWN OF
PEMBROKE PARK, FLORIDA AND WASTE CONNECTIONS OF FL.,
INC. (F/K/A PROGRESSIVE WASTE SOLUTIONS OF FL, INC.);
AUTHORIZING THE TOWN ATTORNEY TO MAKE SUCH FINAL
CHANGES TO SAME AS MAY BE REQUESTED BY THE TOWN
COMMISSION DURING ITS CONSIDERATION OF THIS MATTER, OR
SUCH OTHER MINOR CHANGES AS MAY BE NECESSARY OR
APPROPRIATE TO FINALIZE SAME; AUTHORIZING THE MAYOR
TO EXECUTE THE SETTLEMENT AGREEMENT ONCE IT HAS BEEN
SO FINALIZED AND APPROVED BY THE TOWN ATTORNEY AND
AFTER EXECUTION BY WASTE CONNECTIONS OF FL., INC.;
PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE
DATE THEREFOR.**

AIR-21-274

Approve the Settlement
[Agenda Item Report - AIR-21-274 - Pdf](#)

- 7.8. Waiver Request - Telesphere Solutions - BTR/Billing Administrator 232 - 235
Grooms - ADDED TO CONSENT AFTER WORKSHOP MEETING,
UPDATED AGENDA 12-16-2021
AIR-21-279

Recommend waiving the penalty fee.
[Waiver Request - Telesphere Solutions - Pdf](#)

8. RESOLUTIONS

- 8.1. Town of Pembroke Park "Amnesty Program" - Building Official Nunez 236 - 267
RESOLUTION NO. 2021 - 061
A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA **ESTABLISHING AND
ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY
OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO**

FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-21-268 - Pdf](#)
[Building PP presentation Amnesty Program](#)
[2021-061 Amnesty Program](#)

9. ORDINANCES

9.1. 1ST HEARING

268 - 344

Establishing a General Government Facilities Impact Fee - Town Planner Siegel

ORDINANCE NO. 2021-009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REPEALING “DIVISION 3. FIRE PUBLIC SAFETY FACILITIES FEE” AND “DIVISION 4. IMPACT FEE ACQUISITION OF PARK LANDS” OF ARTICLE III, CHAPTER 5 “BUILDINGS AND BUILDING REGULATION” OF THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK; ENACTING A NEW “DIVISION 4. GOVERNMENT FACILITIES IMPACT FEES” OF ARTICLE III, CHAPTER 5 TO PROVIDE FOR IMPACT FEES FOR NEW RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

AIR-21-278

Approve the Ordinance on First Reading

[Agenda Item Report - AIR-21-278 - Pdf](#)

9.2. 2ND AND FINAL PUBLIC HEARING

345 - 363

Amending the permitted and special permit uses - Town Planner Siegel

ORDINANCE NO. 2021-007 - AIR-21-273

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Approve and Adoption of Ordinance 2021-007

[Agenda Item Report - AIR-21-273 - Pdf](#)

10. OLD BUSINESS

10.1. Police Department Budget - Fiscal 2022

364 - 367

[Agenda Item Report - AIR-21-289 - Pdf](#)
[Finance PP Police Budget History](#)

- | | | |
|-------|--|-----------|
| 10.2. | Used Police Cars from Jupiter Police Department - Interim Police Chief Howard | 368 - 371 |
| | <p>Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.</p> <p>Agenda Item Report - AIR-21-232 - Pdf
 Police Jupiter Car Invoice 20430</p> | |
| 10.3. | Purchase of printers for police vehicles - Interim Police Chief Howard | 372 - 374 |
| | <p>Approve purchase.</p> <p>Agenda Item Report - AIR-21-224 - Pdf</p> | |
| 10.4. | Police Department Engineering Design Proposal from Calvin & Giordano - Public Services Director Clark | 375 - 381 |
| | <p>Recommendation to approve the engineering design proposal to begin the construction procurement process</p> <p>Agenda Item Report - AIR-21-247 - Pdf</p> | |
| 10.5. | PremierOne Mobile Licenses w/install - Interim Police Chief Howard | 382 - 388 |
| | <p>Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center.</p> <p>Agenda Item Report - AIR-21-251 - Pdf</p> | |
| 10.6. | Central Square Software Licenses to access the Broward County Records Management System - Interim Police Chief Howard | 389 - 394 |
| | <p>Staff recommends the purchase of twenty (20) sole-source Records Management System (RMS) Licenses.</p> <p>Agenda Item Report - AIR-21-255 - Pdf</p> | |
| 11. | NEW BUSINESS | |
| 11.1. | Elevators - Public Services Director Clark | |
| 11.2. | Site Development Plan / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel
AIR-21-271 | 395 - 457 |
| | <p>Approve with conditions the Site Development Plan at 3195 West Hallandale Beach Boulevard.</p> <p>Agenda Item Report - AIR-21-271 - Pdf</p> | |
| 11.3. | Parking Reduction for a self-storage facility / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel
AIR-21-272 | 458 - 479 |
| | <p>Approve with conditions a Parking Reduction for a self-storage facility at 3195 West Hallandale Beach Boulevard.</p> | |

[Agenda Item Report - AIR-21-272 - Pdf](#)

- 11.4. Florida Incident-Based Reporting System (FIBRS) Implementation grant 480 - 501
- Interim Police Chief Howard
AIR-21-270

Staff recommends acceptance of the \$91,884 no match grant from the Florida Department of Law Enforcement (FDLE) to defray costs associated with FIBRS compliance mandates.

[Agenda Item Report - AIR-21-270 - Pdf](#)

- 11.5. S.W. 30th Avenue - road repairs - Public Services Director Clark 502 - 514
AIR-21-282

We are recommending approval of the lowest bidder. Southern Asphalt Engineering

[Agenda Item Report - AIR-21-282 - Pdf](#)

- 11.6. Town Hall Renovations - Public Services Director Clark 515 - 520
AIR-21-286

We are recommending approval of the lowest bidder. Tim's Tile
Total cost is \$13,647.50 for Planning & Zoning, Public Works, Finance, and the conference room.

[Agenda Item Report - AIR-21-286 - Pdf](#)

- 11.7. Sagoma Construction Services - elevated duct work - Public Services 521 - 540
Director Clark
AIR-21-284

We are recommending approval.

[Agenda Item Report - AIR-21-284 - Pdf](#)

- 11.8. John P. Lyons Lane - Public Services Director Clark 541
AIR-21-285

It is our recommendation to make John P. Lyons Lane an one way street. This will be done temporarily during construction for the drainage improvements. After which, this will be permanent primarily because the street is narrow and has a constant flow of traffic from 18 wheeler trucks.

[Agenda Item Report - AIR-21-285 - Pdf](#)

- 11.9. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld 542 - 566
MOVED ITEM OUT OF CONSENT AND PLACED AS 11.9
AIR-21-287

Approve Budget Amendment

[Agenda Item Report - AIR-21-287 - Pdf](#)

- 11.10. Recommending disposal of attached list of IT hardware equipment - IT 567 - 570
Director Pakula
[IT Disposal](#)
[ServerDisposal](#)

12. DISCUSSION

- 12.1. Foreclosure Update - Mayor Jacobs
- 12.2. Budget Amendment - FY21 - Approved at the last meeting. - Finance 571 - 595
Director Taubenfeld

Approval of Budget Amendment

[Agenda Item Report - AIR-21-265 - Pdf](#)

[Finance 11 22 2021 REVISION 2 Budget Amendment - FY21](#)

- 12.3. Approval of changes to Regular Commission meetings between
January and March - Mayor Jacobs
- 12.4. Finance Department - Mayor Jacobs Added at the meeting, updated
agenda 12-16-2021

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs

16. ANNOUNCEMENTS

- 16.1. Hearing Examiner Meeting, Thursday, December 16th at 2:00 PM
Toy Drive, Monday, December 20th from 5:00 PM to 8:00 PM
Happy Holidays and a Happy New Year

17. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, 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.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To: TM and Commission
Subject: Town of Pembroke Park "Amnesty Program"
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Building
Staff Contact: Miguel Nunez, Building Official

FINANCIAL IMPACT:

TBD

ATTACHMENTS:

[21-012](#)
[TOPP Amnesty Program](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 21-012

DATE: November 18, 2021
TO: Town Commission
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **TOWN OF PEMBROKE PARK AMNESTY PROGRAM**

At this time, I would like to present to you the attached "Town of Pembroke Park Amnesty Program". This program will assist the resident/occupied property owner with the building and code violations.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2021/21-012.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2021/21-012.docx)

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Amnesty Program

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Town of Pembroke Park Amnesty Program

Program Effective Period

Program is effective between January 01, 2022, and December 31, 2022.

Why program is needed.

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for property owners to legalize work performed without permits and gain compliance with current codes. Property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program. During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Who can apply?

Only residing owners (not corporations or rentals) of property for one- and two-family residences, fee simple townhomes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

Conditions

Once applied for the amnesty program, the applicant will have three months to apply for all the required building permit(s).

What is the process?

1. Hire an architect or engineer to prepare permit documents (as per program).
2. Apply for a building permit(s)
3. Communicate with Code Compliance Division about an existing code case (if applicable)
4. Process the permit application through the applicable disciplines.
5. Apply for zoning variances, if needed
6. Obtain the approved permit
7. Enter construction and/or inspection phase.
8. Obtain final inspections to close permit.
9. Settle code case with Code Compliance Division (if applicable)

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Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees

Code fines are stayed upon permit application.

Bring work into compliance with current building and zoning codes.

Q&A

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the residing owner of a one- or two-family residence, fee simple townhome, mobile home and condominium dwelling units property for your use and occupancy.

Q: How long will I have to process my permit application?

A: Three months from Amnesty Program application to apply the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within the amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the standard mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Contact information

Additional information can be obtained from the Town's website at www.tppfl.gov or by calling the Department at 954-966-4600.

Town Hall location and Department

The Building Division is located at the Town Hall Complex at 3150 SW 52nd Avenue, Pembroke Park, FL 33023. The Division's permit application hours are Monday through Friday between 7:30 a.m. to 4:00 p.m.

Amnesty Info Letter

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

December 15, 2021

Town of Pembroke Park Residents

RE: Building Permit Amnesty Program

Dear Resident:

On _____, the Town Commission adopted a resolution providing a window of opportunity for those residential properties that had work performed without permits. The program accepts work not previously permitted and provides a resolution to ongoing Special Magistrate Code Compliance Cases. The Amnesty Program provides several benefits, including the reduction of building permit penalties and fines.

Qualified residents have between January 01, 2022, and December 31, 2022, to apply for this program and three months to apply for a building permit to take advantage of the Amnesty Program benefits.

The Amnesty Program is available to property owners (Residents only, not corporations or rental units) of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units. Upon application for permit the applicant is given three months to secure the required permit.

An informational brochure is available upon request and at the Town's website www.tppfl.gov, which explains the benefits and conditions of the program. Further information is available by calling the Building Department at 954-966-4600.

Best regards,

Miguel Nunez, MPA, CBO, CFM
Building Official

O. 954-966-4600
F. 954-966-5310
E. mnunez@tppfl.gov

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/amnesty/amnesty form letter.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/amnesty/amnesty%20form%20letter.docx)

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Amnesty Application

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

BUILDING CODE AMNESTY PROGRAM APPLICATION

Property Owners Name:	Date of Application:
	Code Case Number:
Property Address:	Folio Number:
Mailing Address of Owner:	
Telephone /Contact Number of Owner:	
Email of the Owner:	
Please submit the following documents to verify property residency (all must show the applicant information)	
☐ Copy of Warranty Deed, Quit Claim Deed and or Tax Bill	
☐ Driver's License or ID	
☐ Utility Bill	
Sworn Statement:	
Are you or will you be renting/lease or sell the property within one year? ☐ Yes ☐ No	
Attach a copy of Civil Violation Notices and Total Amounts Currently Due:	

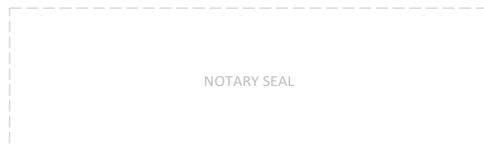
Signature of Property Owner

Date

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____ by:



(NOTARY'S SIGNATURE)

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known ____ or Produced Identification ____

Type of Identification Produced _____

Amnesty Guidelines

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM GUIDELINES

Exhibit "A"

Effective January 01, 2022 – December 31, 2022

The purpose of the Amnesty Program is to give the residing property owners a window of opportunity to disclose work performed without permits and apply for appropriate permits that would bring the improvements up to code standards. The Amnesty Program is applicable to all types of work performed without permits such as additions, remodeling, repairs, and replacement. In certain cases, the approval of a variance may be necessary to remedy the violation. Such disclosure would benefit from the amnesty provisions listed below.

Amnesty Provisions:

1. Pay reduced permit fees.
2. Stay any/all Code Compliance running fines on existing code cases upon permit application. (The fines will resume if the permit application or issued permit is allowed to expire and there is no further activity to remedy the violation.)
3. Suspend the process of Code Compliance case if one has been initiated.
4. If no Code Compliance case has been initiated, the establishment of one would be postponed.
5. Obtain the necessary variance(s), prior to issuance of building permit.

Conditions:

1. Effective period: one year from resolution adoption to apply for permit, and variance (if necessary).
2. Program only applies to residing owners (not corporations or rental units) to single family, duplex, mobile homes, condominium dwelling units (excluding common areas) and townhomes and accessory structures thereto.
3. Comply with the latest edition of the Florida Building Code. (There are no grandfathering provisions as there is no statute of limitations on work performed without permits, but the original legally existing structure can use the provisions of the Existing Building Code volume when considering the new work.), and the town zoning codes.
4. Provide professional as-built plans and certification for all completed work prepared, signed, and sealed by a State of Florida Registered Architect or Licensed Engineer.

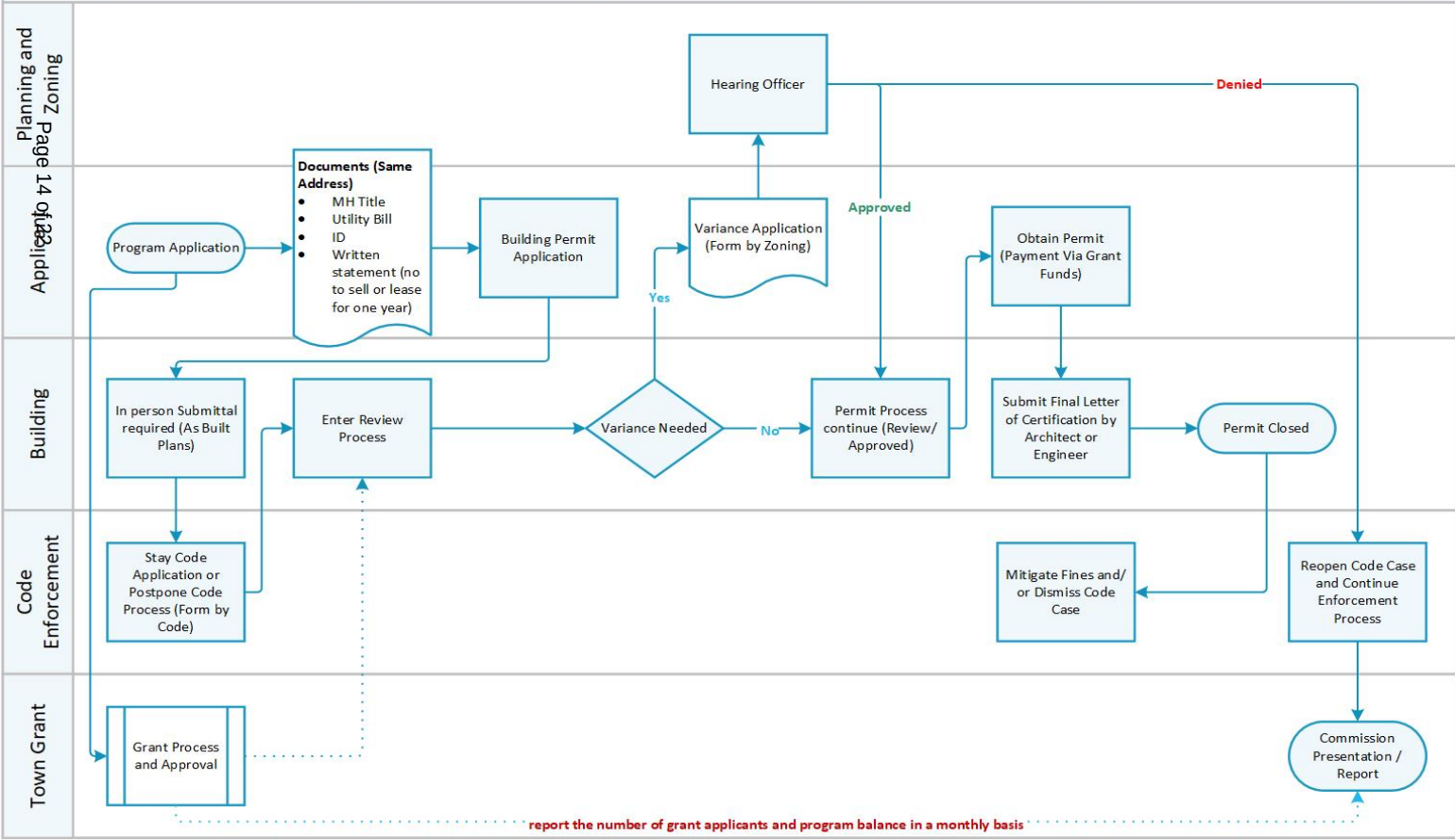
Amnesty Workflow

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Building / Code Amnesty Program Flowchart



Amnesty Brochure

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What you need to know!

Who can apply?

Only resident owners of property for one and two family residences, fee simple town-homes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

When can I apply?

Between January 01, 2022 and December 31, 2022

What is the process?

1. Hire an architect or engineer to prepare permit documents
2. Apply for a building permit
3. Communicate with Code Compliance Division about an existing code case
4. Apply for zoning variances, if needed
5. Obtain permit
6. Enter construction and/or inspection phase
7. Obtain final inspection to close permit
8. Settle code case with Code Compliance Division, if applicable

Benefits

- ◆ Usual permit penalties and fines are reduced, pay only town commission adopted permit fees
- ◆ Code fines are stayed and code case suspended upon permit application
- ◆ Bring work into compliance with current building and zoning codes

Geoffrey Jacobs

Mayor

Reynold Dieuville

Vice Mayor

William Hodgkins

Clerk-Commissioner

Juan Carlos (JC) Jimenez

Town Manager



Pembroke Park City Hall

3150 SW 52nd Avenue

Office Hours: 8:00 a.m. to 4:00 p.m. M-F

Phone: 954-966-4600

Building Division Extension 247

Planning & Zoning Extension 401

Code Compliance Extension 215

Building Permit Amnesty Program Guidelines



Building Department

Effective January 01, 2022 to December 31, 2022



WWW.TPPFL.GOV

About the Program

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for resident property owners to

AMNESTY

legalize work performed without permits and gain compliance with current codes.

Property owners of one and two family residences, townhomes, mobile homes and condominium dwelling units have access to participate and

take advantage of the benefits of the program. During a year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Questions and Answers

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the owner residing at one or two family residence, fee simple townhome or mobile home property for your use and occupancy. Condominium dwelling units and properties not used and occupied by the property owner will need the services of a licensed contractor.

Q: How long will I have to process my permit application?

A: Three months after the Amnesty application to apply for the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Amnesty Press Release

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM PRESS RELEASE

What:

The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist residing property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.

When:

Eligible residing property owners can apply starting January 01, 2022, but the program will end December 31, 2022

Where:

The Building Division is located at Town Hall Complex, 3150 SW 52nd Avenue, Pembroke Park, FL 33023 with office hours between 7:30 am to 4:00 pm Monday through Friday. For additional information please visit our website at www.tppfl.gov or call 954-966-4600.

Amnesty Resolution

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RESOLUTION NO. 2021 -

**A RESOLUTION OF THE MAYOR AND TOWN
COMMISSION OF THE TOWN OF PEMBROKE PARK,
FLORIDA ESTABLISHING AND ADOPTING AMNESTY
PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO
PERFORMED WORK WITHOUT PERMITS TO FACILITATE
BRINGING PROPERTY INTO COMPLIANCE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, there has been an excess of work performed without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit "A", to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and

its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF
THE TOWN OF PEMBROKE PARK, FLORIDA:**

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year.

SECTION 3: Effective Date. This Resolution shall be effective January 01, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
MAYOR

SPONSORED BY: TOWN ADMINISTRATION

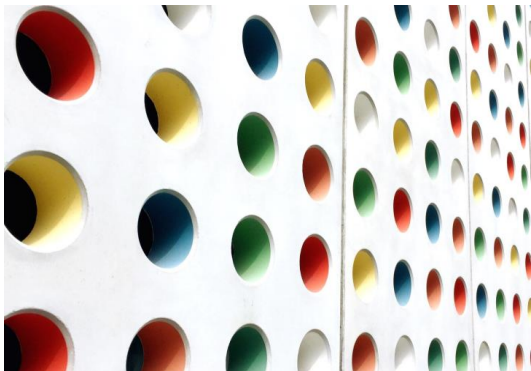
ATTEST:

MARLEN MARTELL
TOWN CLERK

Approved as to legal sufficiency and form.

MELISSA ANDERSON
TOWN ATTORNEY

Amnesty Program





Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees



Code fines are stayed upon permit application.

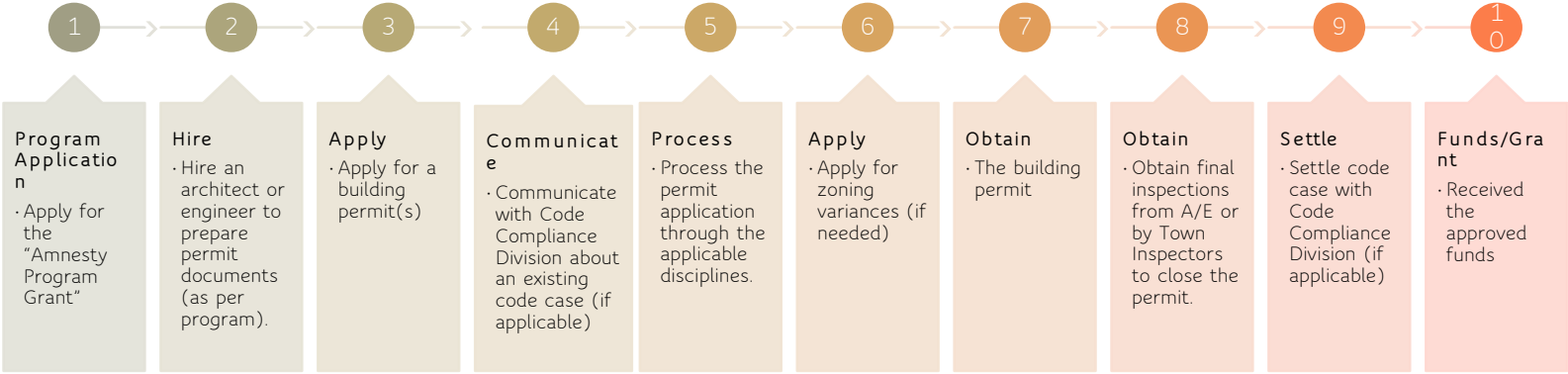


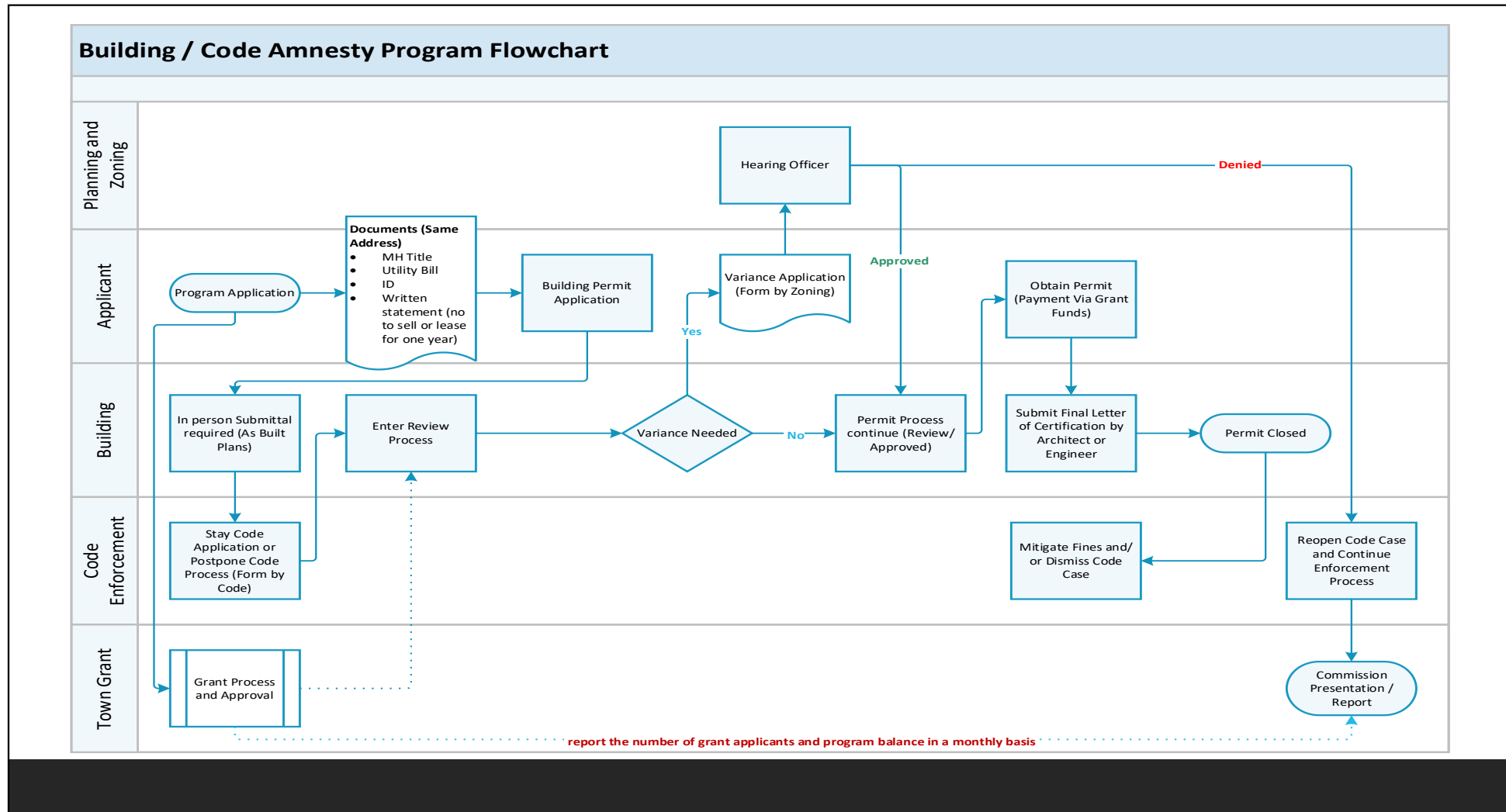
Bring work into compliance with current building and zoning codes.



Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/2022 to Dec31/2022)*





Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - لمانzerolle@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?

RESOLUTION NO. 2021 - 061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed in the Town (the “Town”) without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit “A”, to give property owners a window of

opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year and which shall commence January 1, 2022.

SECTION 3: Severability That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 4: Conflicts. That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

SECTION 5: Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

Approved as to legal sufficiency and form.

MELISSA ANDERSON
Town attorney

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	\$ 3,380,261.00

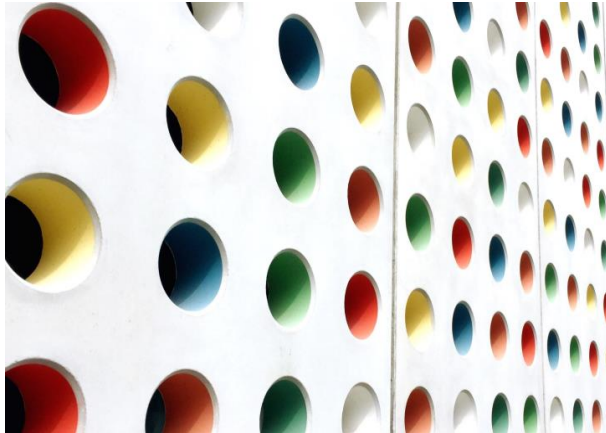
During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commission approved using ARPA funds to pay for Police Staff salaries; not to exceed \$175,000 between salaries and fringe benefits. On 02/08/2023 the Commission approved ARPA funds to be used for Body Camera Software (\$25,000) and CSA Funding (\$220,000 for the first year - the Town absorbs the following years.) \$100,000 voted on 7/12/23 to use ARPA to complete Town Hardening. Town Hall Hardening will be paid for using the HMGP Grant which is paying 75%. Amnesty program approved Dec 15, 2021 for one year. On Dec. 14, 2022 the Commission voted to extend the program to June 30, 2023

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (09/30/2022)								
Name	Salaries	Fringe Benefits	FICA	FRS	Vendor Name	Quantity	Cost	Total Cost
Wade Douty	16,923.20	2,810.37	1,289.94	5,342.65				26,366.16
Bill Gordan	16,923.20	2,648.37	1,289.94	5,342.65				26,204.16
Marc Tallentire	16,819.59	3,083.37	1,282.02	5,309.94				26,494.92
Rashana Donovan	12,115.44	1,191.57	884.75	3,824.84				18,016.60
							Total Pay 07/2022 - 09/30/2022	97,081.86
Pay for Community Service Aids (09/2023-Current)								
Artavia Jenkins	24,041.58	\$ 3,708.96	\$ 1,839.19	\$ 3,262.44				32,852.17
Tiffany Smith	27,315.28	\$ 3,792.00	\$ 2,065.86	\$ 3,706.68				36,879.82
							Total Pay 09/2023 - Current	69,732.00
Other Operational Spending								
Hazard Pay for 6 FTEs	\$ 15,000.00		1,147.50	1,786.50				17,934.00
Amnesty Program					Amnesty Program		11,818.32	11,818.32
Sam Galloway 6/28/2022					2022 Ford Interceptor	1	37,687.50	37,687.50
Garber Ford 12/20/2022					2022 Ford Maverick	1	21,016.00	21,016.00
Garber Ford 12/27/2022					2022 Ford F-150	2	43,877.50	87,755.00
Garber Ford 12/1/2022					2022 Ford Interceptors	5	44,787.50	223,937.50
Design Graphic (UpFit)					2022 Ford F-150	2	740.00	1,480.00
The Shift Group dba Strobes R-Us (UpFit)					2022 Ford Interceptors Commanders Vehicle)	1	2,490.38	2,490.38
Design Graphic (UpFit)					2022 Ford Interceptors	5	589.00	2,945.00
Axon (Pro Licenses Year 1)					Body Camera Software	1	2,366.00	2,366.00
Lou's Police Distribution					CSA Uniforms		TDB	
							Total Paid (Operations)	409,429.70
							ARPA Used Salaries	97,081.86
							ARPA Used (CSA's)	69,732.00
							ARPA Operations Funded	409,429.70
							Total ARPA Funds Used	\$ 576,243.55

Amount Remaining From ARPA Funds \$ 2,804,017.45

Amnesty Program





Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Benefits

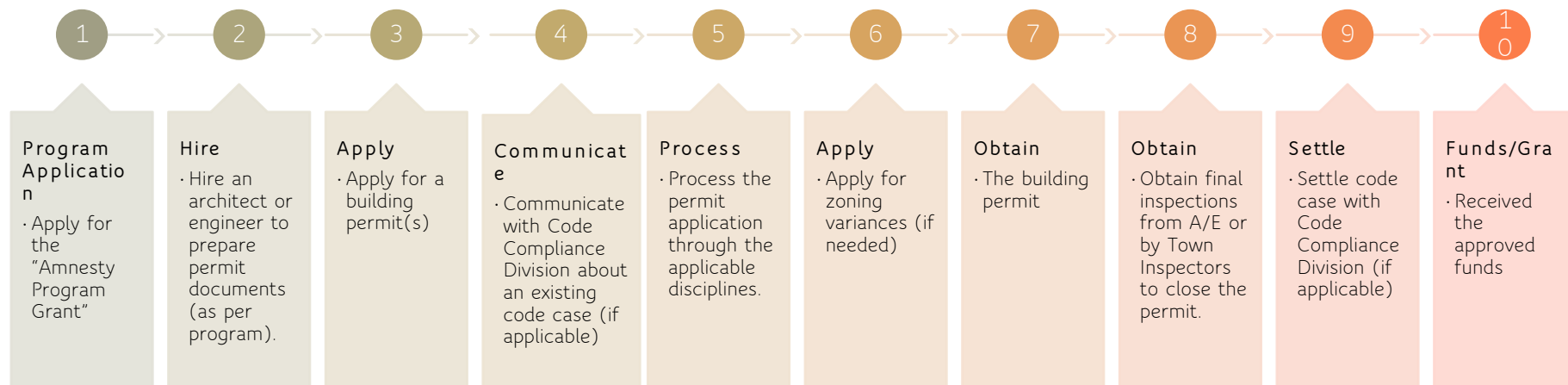
Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees

Code fines are stayed upon permit application.

Bring work into compliance with current building and zoning codes.

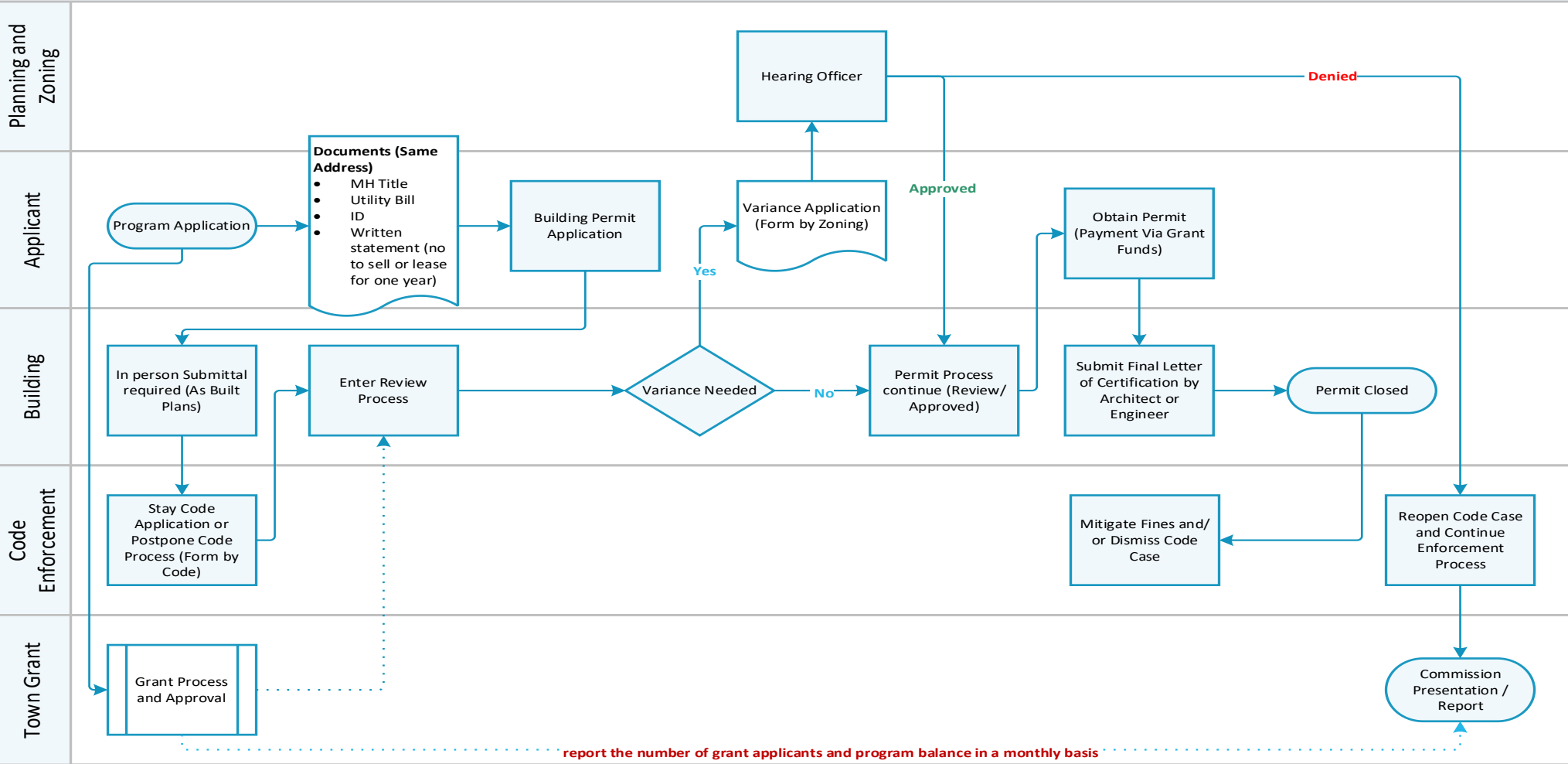
Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/ 2022 to Dec31/ 2022)*



Building / Code Amnesty Program Flowchart

Page 50 of 52



Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - لمانzerolle@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?

AGENDA ITEM REPORT



To:

Subject: ARPA Funds (Discussion)

Meeting: 02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Town Hall:

- restroom renovations
- new a/c system
- elevator modernization
- Police Station - holding cells
- new landscaping

Preserve:

- Circle of Honor
- additional lighting
- playground canopy
- building renovations/new building
- exercise stations
- water fountains, splash pad, community garden

Behan Park:

- new building
- resurface building lot
- lighting improvements
- Linear Walkway - lighting

	Status:
Aleem Ghany, Public Services Director	Approved - Feb 22 2024
Jacobs Horowitz, Interim Town Attorney	Pending
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None

Town Hall

Restroom renovations	\$278,956.65
New a/c system	\$400,000.00
Elevator modernization	\$266,227.06
Police Station – holding cells	\$200,000.00
New landscaping	\$10,000.00
Recycling truck	\$255,000.00

Raymond P. Oglesby Preserve

Circle of Honor	\$10,000.00
Additional lighting	\$100,000.00
Playground canopy	\$39,275.13
Building renovations/new building	
Exercise stations	\$148,607.13
Water fountains	\$3,000.00
Splash pad	\$125,000.00
Community Garden	\$25,000.00
Pallet Jack	\$6,307.69
Theater design	
Park Master Plan	

Patrick Behan Park

Renovations	\$50,000.00
Resurface parking lot	\$30,000.00
Lighting improvements	\$40,000.00
Linear walkway - lighting	\$40,000.00

Fire

Ambulance truck	\$550,770.00
-----------------	--------------

3/29/2022	SOUTHERN SEWER EQUIPMENT SALES	\$530.20	KANAFLEX
9/21/2022	SOUTHERN SEWER EQUIPMENT SALES	\$2,662.50	REPLACE CART TIPPER (TRUCK #36)
11/4/2022	SOUTHERN SEWER EQUIPMENT SALES	\$250.00	DIAGNOSTIC
12/9/2022	SOUTHERN SEWER EQUIPMENT SALES	\$2,940.35	REPLACE PROXIMITY SWITCH
		\$6,383.05	



Equipment Proposal

Proposal #11082023

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: November 8, 2023 ("Proposal Date") **Customer:** Broward Sheriff's Office Fire Rescue ("Customer")

Customer Address: 2601 West Broward Blvd., Ft. Lauderdale, FL 33312

Qty	Product Description & Options	Price
1	One 2026 Osage Super Warrior Type 1 Medium Duty Ambulance built on a Freightliner M2 Chassis per the attached specifications. Pricing Per BSO Contract RLI #180071C **Specifications and Drawings Attached**	\$550,770.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$550,770.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **30-36** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Actual completion will vary depending on actual chassis delivery to Osage.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Broward Sheriff's Office Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: *Michael Day*

Title: _____

Title: **Authorized Sales Representative**

Print: _____

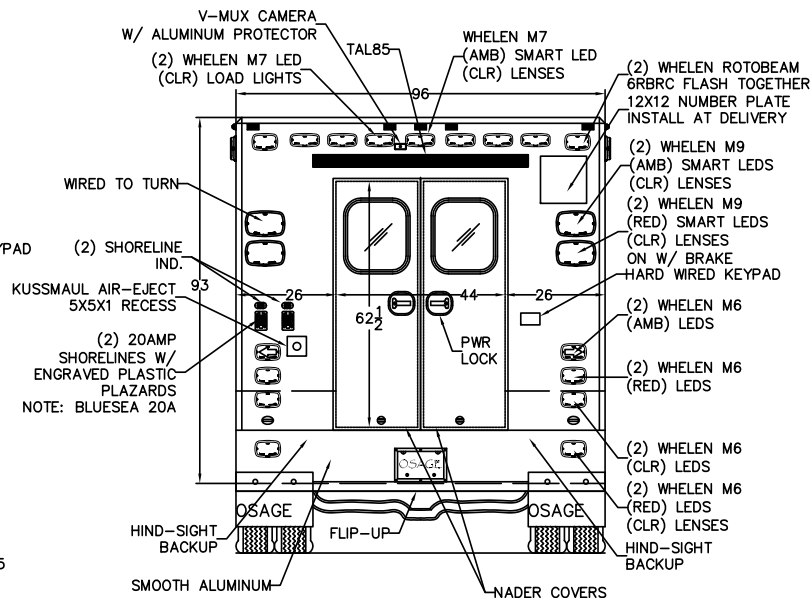
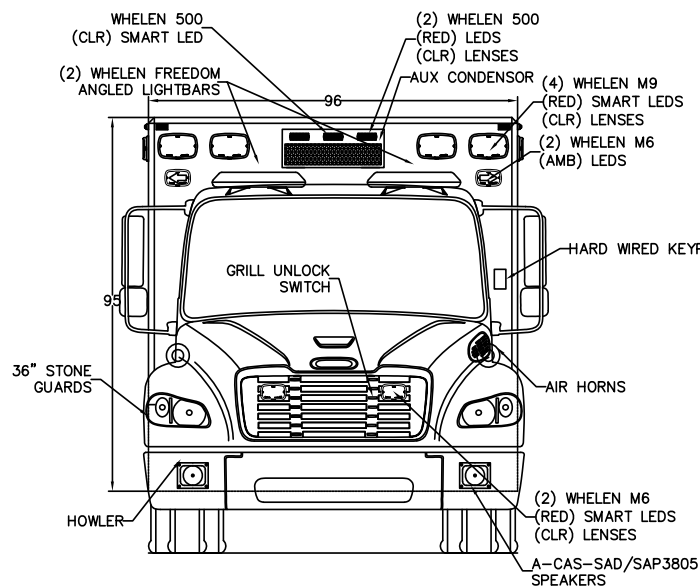
Print: **Michael Day**

Date: _____

Date: **November 8, 2023**

EXHIBIT A

PROPOSAL OPTION LIST



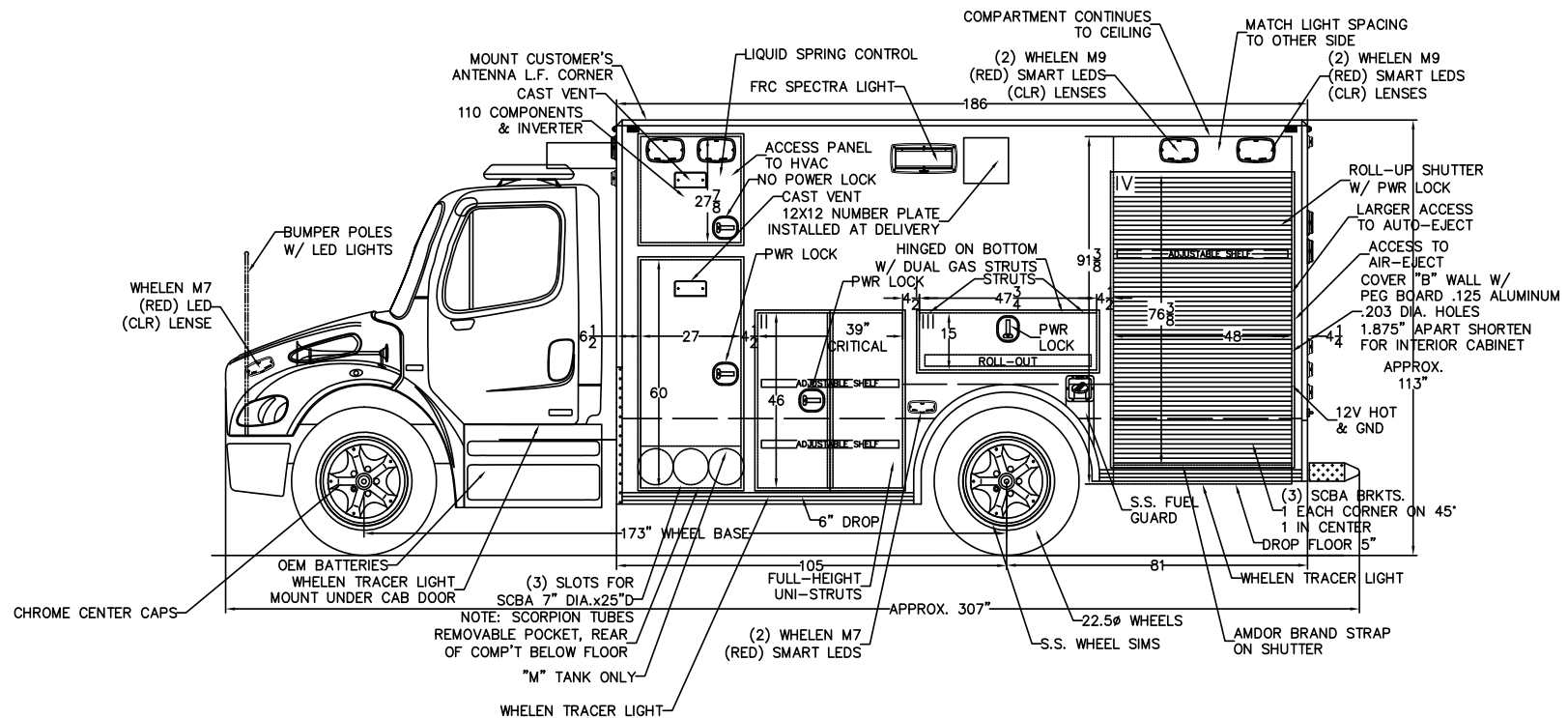
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100A	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	S.A.H.	Date:	11-24-21
		Drawing Description:	EXTERIOR LAYOUT, FRONT/REAR TYPE-I FREIGHTLINER (SUPER-WARRIOR)		
Rev.#	Revision Description	Date	Rev'd	App'vd	Revision#

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2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



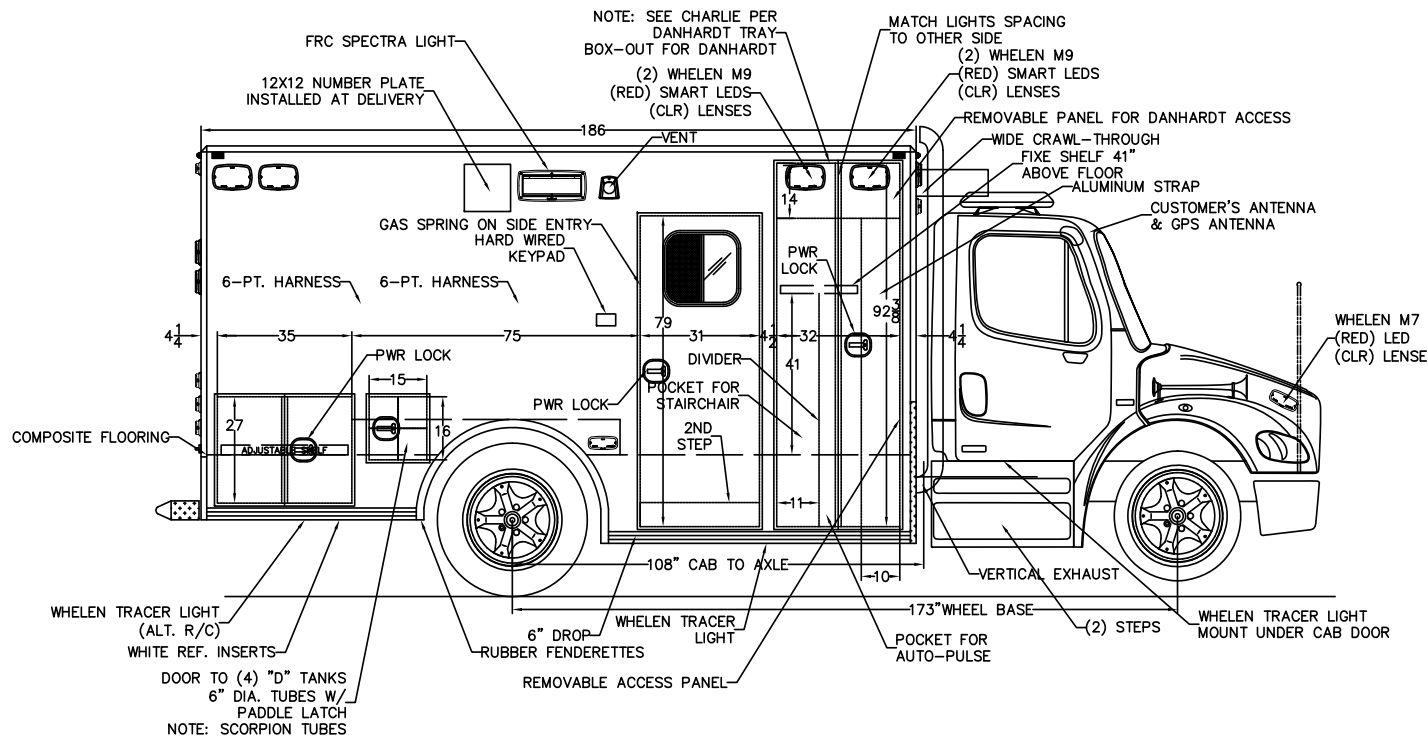
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100B	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		EXTERIOR LAYOUT, STREETSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



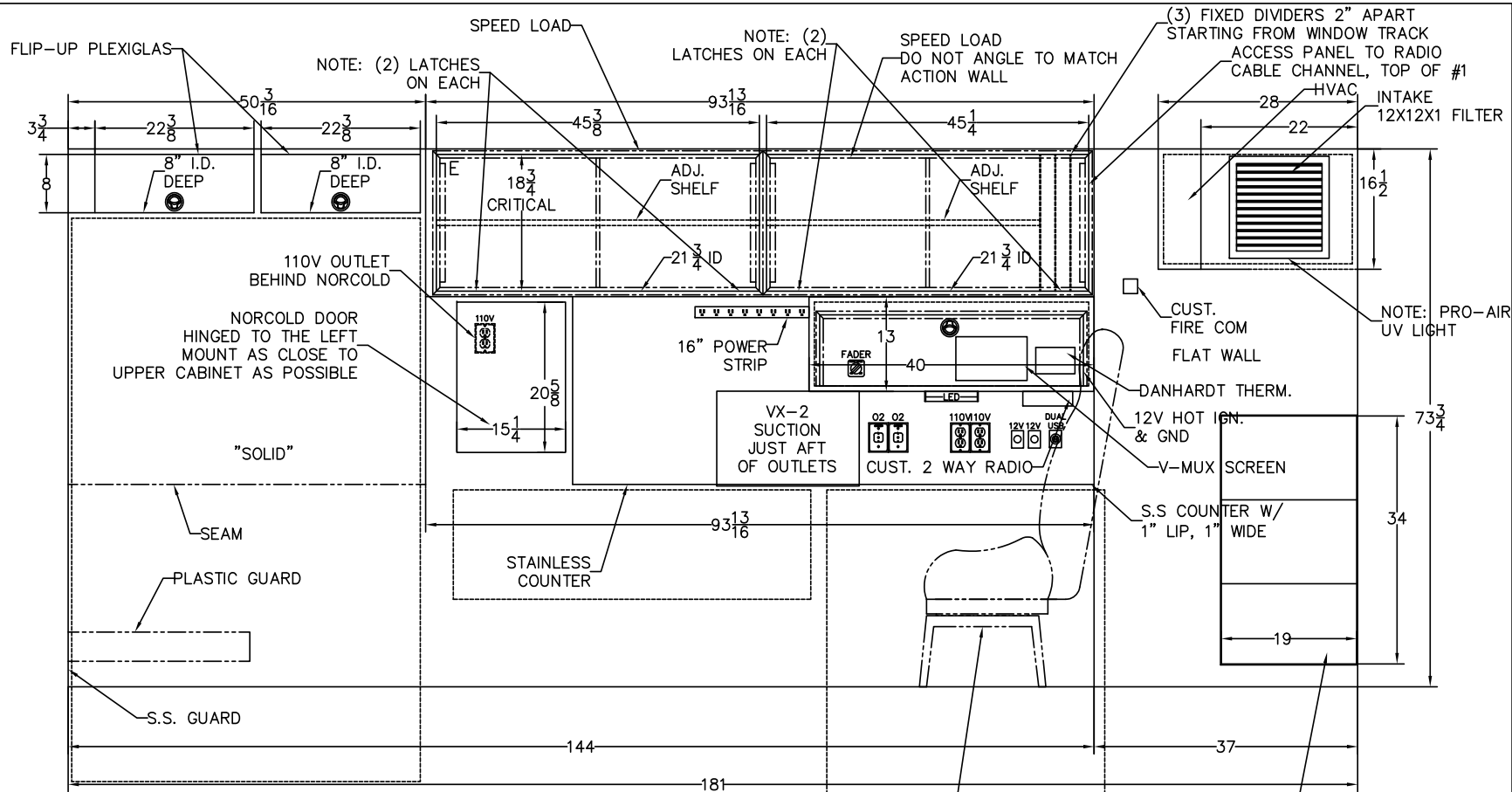
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100C	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	S.A.H.	Date:	11-24-21
		Drawing Description:	EXTERIOR LAYOUT, CURBSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)		
Rev.#	Revision Description	Date	Rev'd	App'vd	Revision#

1



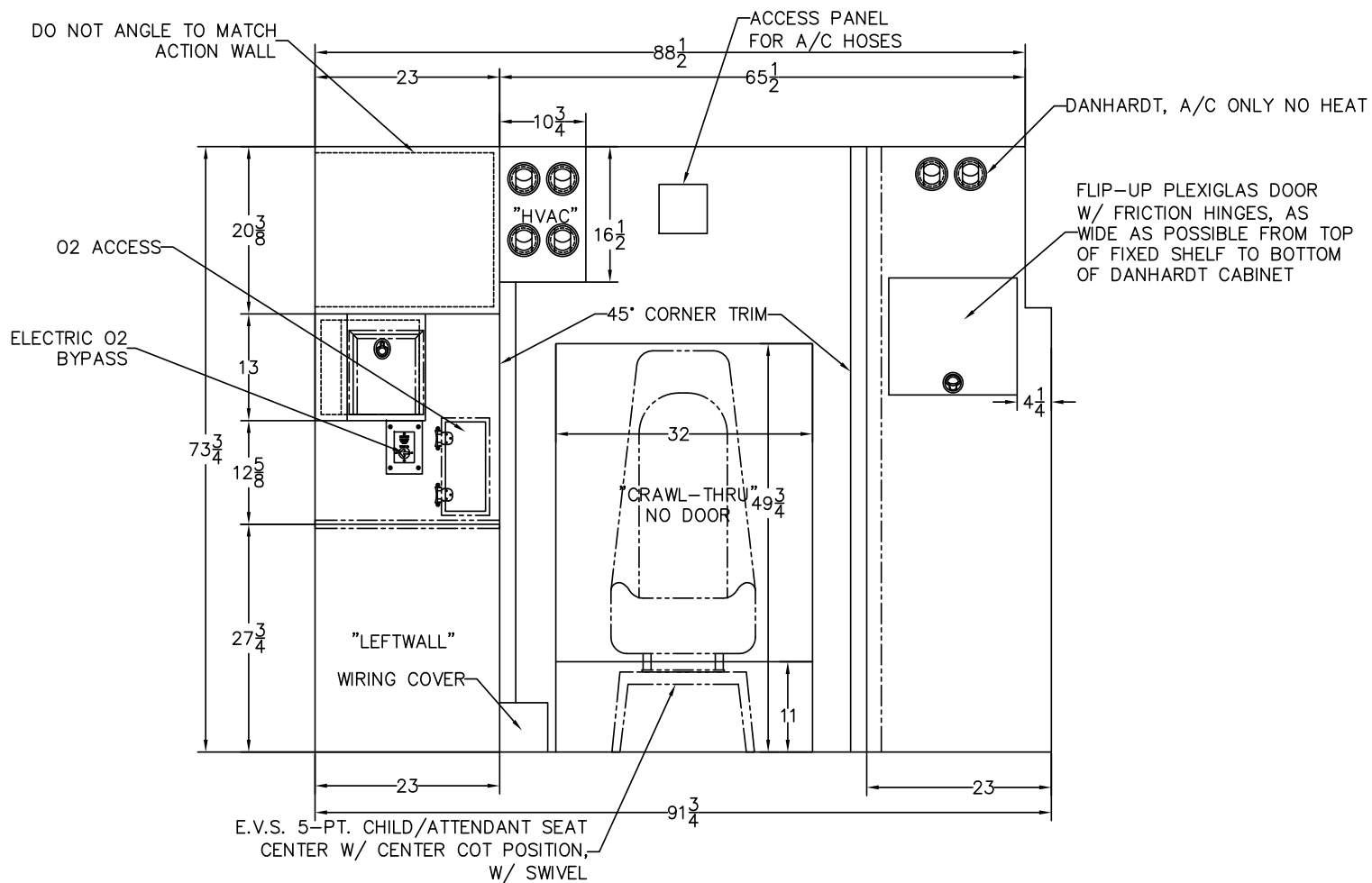
NOTES:

- 1.) 186" BODY, 74" HEADROOM.
- 2.) ALUMINUM CABINETS, ZOLATONE 20-62 MARBLESTONE.
- 3.) RUBBER MATS IN ALL CABINETS & SHELVES.
- 4.) S.S. SOUTHCOS.

NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3					NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.	Drawn By: S.A.H	Date: 11-24-21	Scale: NOT TO SCALE	
2						Drawing Description:			Revision#
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Rev.#	Revision Description	Date	Rev'd	App'vd					

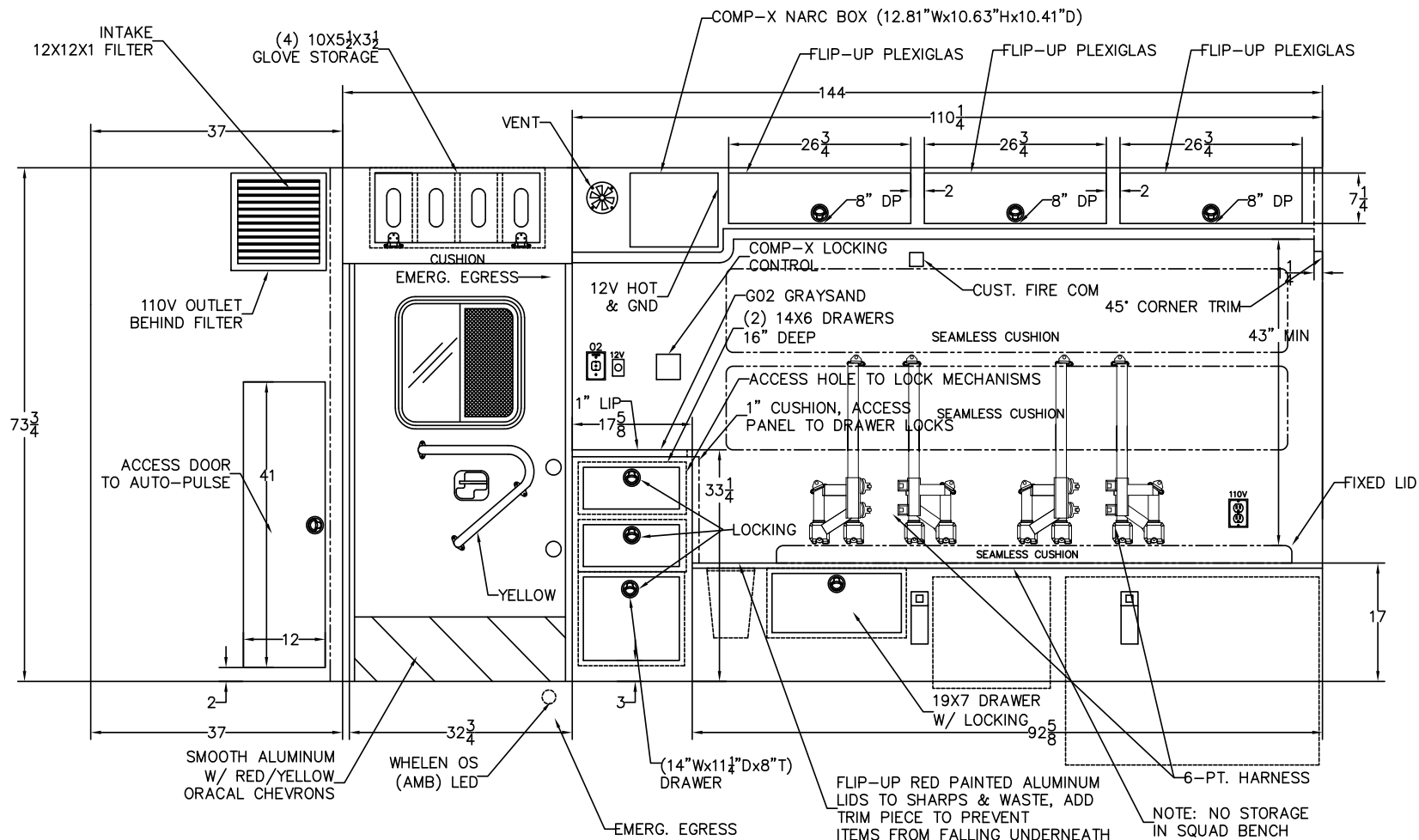


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#	J3264	Drawing#	J3264-102	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	S.A.H.	Date:	11-24-21
		Drawing Description:		Scale:	NOT TO SCALE
		FORWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			Revision#
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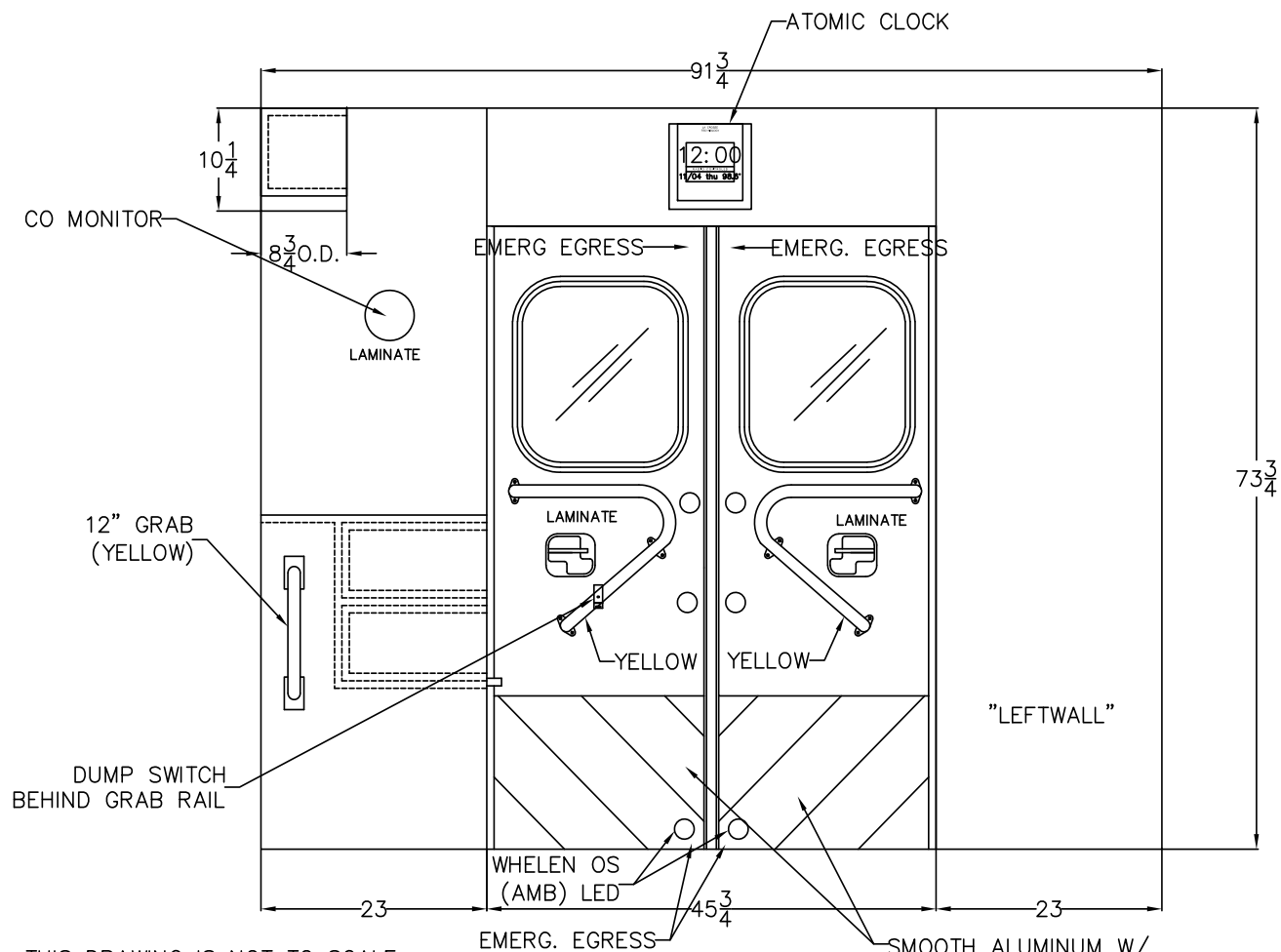
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Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	J3264	Drawing#	J3264-103	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	S.A.H.	Date:	11-24-21
		Drawing Description:	CURBSIDE INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)		
Rev.#	Revision Description	Date	Rev'd	App'vd	Revision#
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2					
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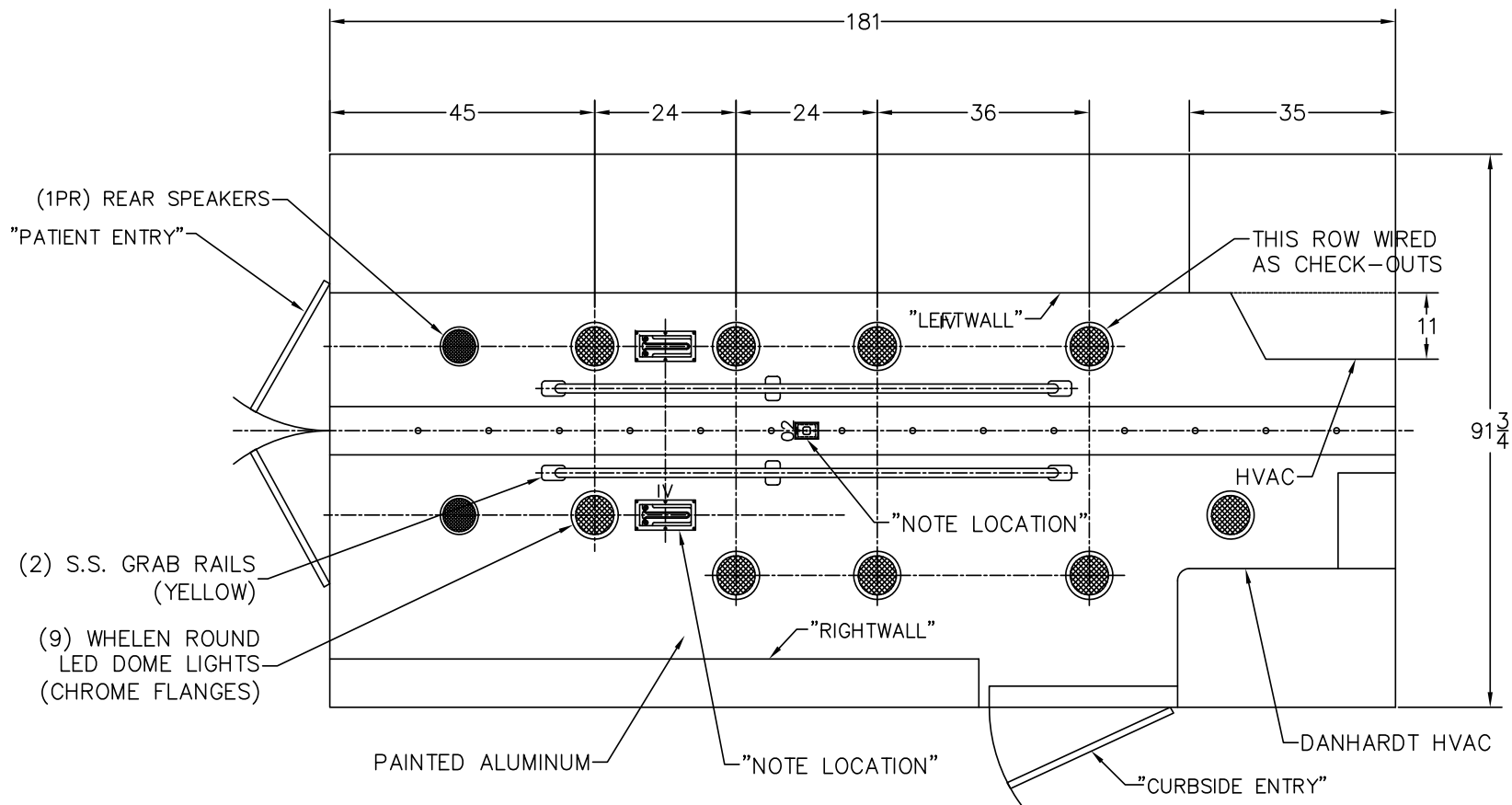


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	J3264	Drawing#	J3264-104	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		REARWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

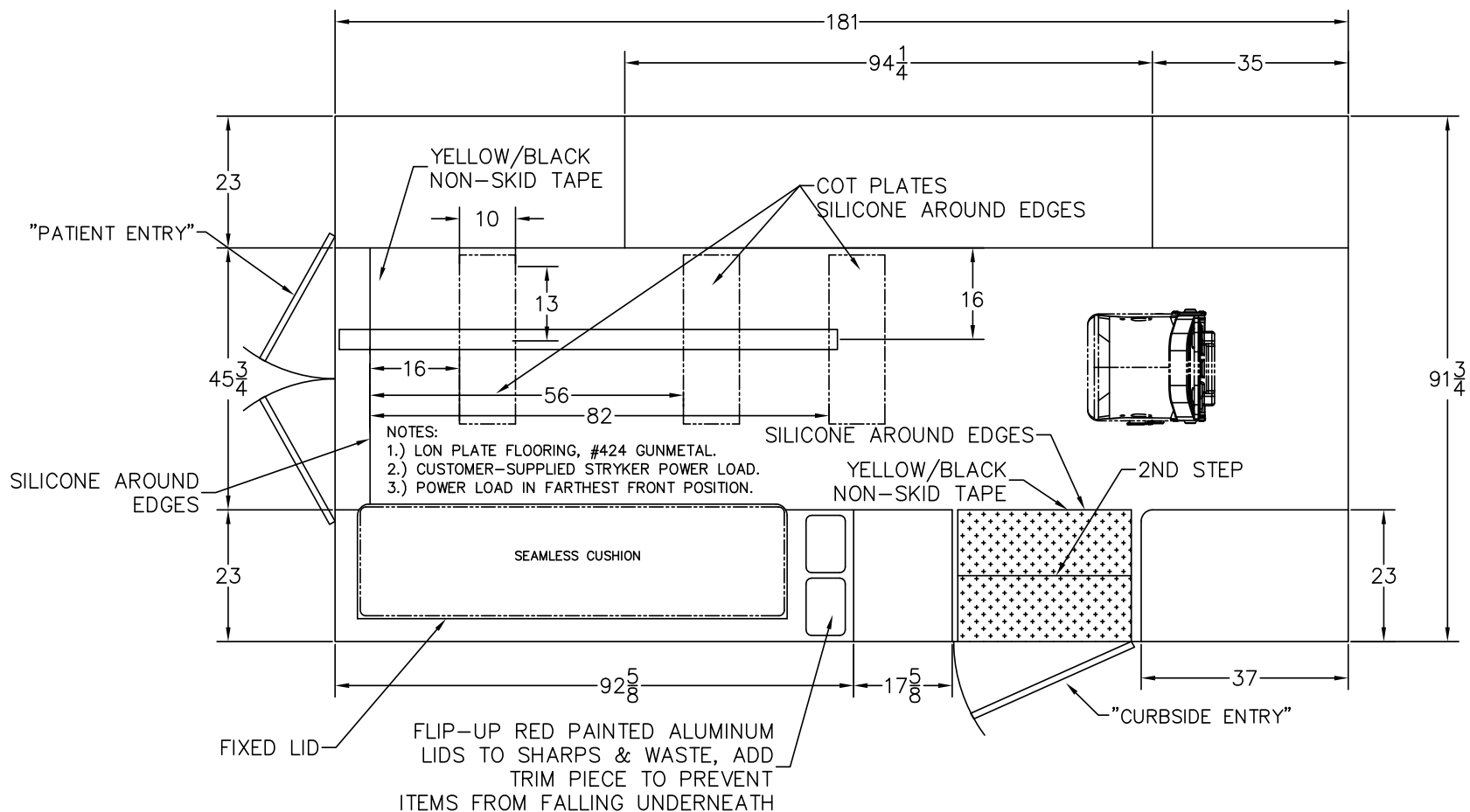
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1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-105	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		CEILING LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-106	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		FLOOR LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2	REVISION DRAFT	12-16-21	SAH	
1	PRODUCTION DRAFT	11-24-21	SAH	

Dealer Name: **Ten-8 Fire & Safety**
 Salesperson: **Michael Day**
 Customer Name: **Broward Sheriff's Office Fire Rescue**
 & Address
 \
 Shipping Address: **Broward Sheriff's Office Fire Rescue**
 \
 \
 Contact Name: **Victor Goizueta - Fire Rescue Fleet Coordinator**
 Email: victor_goizueta@sheriff.org
 Phone: **Office: 954-359-1602 Mobile: 954-864-9431**
 Chassis Type: **Freightliner M2 Standard Cab**

		Freightliner / International TYPE I - 2024 CONVERSION ONLY	List Price	10% Discount
1		2024 Freightliner M2 Chassis Only, see attached specifications	\$134,977.70	\$122,707.00
1		2168/Freightliner / International Med-Duty	\$210,905.20	\$191,732.00
Qty		Warning & Intersection Lights, Wig-Wag		
16	W-03	Chrome Flanges for M9	\$444.44	\$400.00
11	W-04	Chrome Flanges for M6 or M7	\$244.44	\$220.00
		Custom Lightbars		
2		"Whelen Mini-Freedom, (2), Angle Mounted on Cab Roof. All Clear Lenses. (1) Angle mounted on street side cab roof, as outboard as possible, as far forward as possible (1) Angle mounted on curb side cab roof, as outboard as possible, as far forward as possible. SWITCHED: FRONT LB White lights only Disabled in park / neutral "	\$6,927.78	\$6,235.00
20		Whelen Tracer Lighting System (12" Sections) 75" between front of module and rear wheels and rear of each module side. Function to include alternate red/white activation with emergency warning priority, and all white activation with any compartment door and curbside door opening.	\$12,000.00	\$10,800.00
		Directional Sticks		
1	W-09	Whelen TAL 85 LED 8 Light Traffic Advisor	\$1,361.11	\$1,225.00
		Whelen Smart Linear LED's		
2	W-33	Additional 500 LED, R, B or A (Outboard on Aux. Condenser Module Front)	\$355.56	\$320.00
1	W-35	Additional 500 LED, All or 1/2 Clr (Center on Aux. Condenser Module Front)	\$266.67	\$240.00
10	W-36	Upgrade 900 to M9 LED, R (3 Front, 2 Rear, 8 Module Sides) (Amber - Rear module @ window level)	\$900.00	\$810.00
2	W-38	Additional M9, Red, B, A, R/B, R/A	\$688.89	\$620.00
2	W-40	Upgrade ION-T to M6 Red,(Front Grille of Cab)	\$155.56	\$140.00
2	W-43	Additional M6 LED, R, B or A (2 @ rear module kick plate)	\$500.00	\$450.00
2	W-46	Upgrade ION-T to M7 R, B or A (Red, cab intersection)	\$222.22	\$200.00
5	W-49	Additional M7 LED, R, B or A (red, rear module above TAL85) (Amber - Center Rear Module)	\$1,416.67	\$1,275.00
8	W-55	Whelen OS Light (Amber Whelen OS flashing lights on interior of rear facing doors)	\$622.22	\$560.00
8	W-56	Add Any Light to Interior of Door (Add to Light Price)	\$538.89	\$485.00
		Scene Lights		
4	W-59	M9 LED Scene, Upgrade	\$644.44	\$580.00
2	W-61	M7 LED Scene, Upgrade	\$211.11	\$190.00
2	W-64	Spot & Flood w/Flange, Add FRC Spectra Max SPA260-Q20-B	\$3,094.44	\$2,785.00
1	W-67	Upgrade Brake/Tail to M6 (Pair)	\$94.44	\$85.00
1	W-68	Upgrade Turn to M6 (Pair)	\$105.56	\$95.00
1	W-69	Upgrade Reverse to M6 (Pair)	\$133.33	\$120.00
		Siren & Speakers		
1	W-80	Whelen Howler (Only Available w/ Whelen Siren)	\$1,938.89	\$1,745.00
		Exterior Lighting		
1	W-84	M6 Turn Lights w/Chrome Flanges on Front of Mod (per pair)	\$638.89	\$575.00
		Additional Emergency & Exterior Lighting & Siren Options & Special Instructions		
1		****Whelen Howler installed, IATS, behind front bumper. *Activation/Cancellation 3-position momentary rocker switch installed on center console beside std. siren control in reach of driver. *Label: Activate-Howler-Cancel Customer wants to use OEM airhorn switch on steering wheel to activate howler. Airhorns will be wired to driver side footswitch and push button in console. Set Howler duration on maximum.***	\$288.89	\$260.00
2		Rear module outboard M9's Changed to Whelen Rota Beam 6RBRC. Synced to each other.	\$1,455.56	\$1,310.00
1		DELETE standard siren. ADD Whelen WS295SLSC1	\$383.33	\$345.00
2		Amber M9's at rear windows wired as flashing lights with turn signal override	\$200.00	\$180.00
		Inverters, Chargers, Batteries, Shorelines & Outlets		
1	E-02	Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	\$1,883.33	\$1,695.00
2	E-09	NOTE: Bluesea Auto Eject Shoreline Plug, 20 Amp (Module Rear) Red above left tail light. Blue for 110 vac system above left tail light. NOTE: Larger Auto Eject Access	\$955.56	\$860.00
2	E-11	Shoreline Indicator at Shoreline	\$500.00	\$450.00
		Outlets & Interior Lighting		

3	E-12	110 V Outlet, Additional per Outlet (rear wall at foot of S/B, in action wall, in Danhard cabinet)	\$433.33	\$390.00
2		12V DC Outlet, Cigar Style, Additional per Outlet		\$120.00
	E-13	outlets in action wall, (1) in right wall	\$133.33	
3	E-15	Dual USB Outlet (1) Located on the passenger side of the center console. (1) Front console facing dash, right side low, (1) in action area.	\$350.00	\$315.00
1	E-22	Power Door Lock Control Head	\$666.67	\$600.00
8	E-23	Power Door Lock Per Door	\$1,422.22	\$1,280.00
9	E-25	Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	\$150.00	\$135.00
1	E-28	Additional Dome Lights (Above curbside entry door stepwell)	\$194.44	\$175.00
		Switches & Secure Idle		
1	E-34	Hidden Switch in Grill for Door Locks (tie cab and module locks together)	\$194.44	\$175.00
		Pre-wires, Radios, Intercom, & Clocks		
4	E-38	Antenna Pre-Wire, (additional per Pre-Wire)	\$222.22	\$200.00
2		Install Customer Radio Cable (each)		
	E-40	Note: Specify Brand of Radio Cable:	\$333.33	\$300.00
3	E-41	Install Customer Antenna (each)	\$500.00	\$450.00
2	E-42	Install Customer Radio Head (each)	\$555.56	\$500.00
1	E-43	Two Radio Speakers in Patient Compartment	\$194.44	\$175.00
1	E-44	Volume Control for Rear Speakers Mounted in Action Area	\$166.67	\$150.00
1	E-46	Carbon Monoxide Monitor	\$194.44	\$175.00
		V-Mux Options		
1	E-47	Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis')		nc
1	E-48	Park Brake Override Switch		nc
1	E-49	Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)		nc
1	E-50	Truck Information Screen (w/Vista IV Upgrade Only)		nc
1	E-51	Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)		nc
1	E-52	Up to 10 Speeds on Exhaust Fans (Off-On is Standard)		nc
1	E-53	Up to 10 Speeds on HVAC Fan		nc
1	E-54	Custom Flash Patterns (Specify on Page 9)		nc
1	E-55	Rear Flashers on in Reverse (Specify on Page 9)		nc
1	E-56	Side Scene on in Reverse		nc
1	E-57	Brake Override		nc
1	E-58	Custom Load Sequencing (On or Off) (Specify on Page 9)		nc
1	E-59	Custom Load Shedding (Specify on Page 9)		nc
1	E-60	Upgrade Switches to Vista IV Screens	\$4,277.78	\$3,850.00
1	E-63	Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	\$611.11	\$550.00
1	E-64	O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	\$455.56	\$410.00
1	E-65	Exterior Temperature Readout (w/Vista IV Upgrade Only)	\$194.44	\$175.00
1	E-66	Ammeter Readout (w/Vista IV Upgrade Only)	\$544.44	\$490.00
		HVAC Systems		
1	E-68	Danhardt 110V Cool Unit WITH PLENUM AND DUCTS (AC only, NO Heat)	\$5,905.56	\$5,315.00
1	E-70	Norcold 1.7 cubic feet Refrigerator	\$1,350.00	\$1,215.00
1	E-75	Auxiliary Condenser	\$1,438.89	\$1,295.00
1	E-76	Upcharge to Install Condensor on Front of Module	\$666.67	\$600.00
		Mirrors, Hind-Sight, Backup Camera, & Spotlights		
1	E-81	Brigade Sonar Backup Assist	\$944.44	\$850.00
		Additional Electrical Options & Special Instruction		
1		Atomic Clock on rear wall	\$61.11	\$55.00
1		Firecom and arrowstick controls moved overhead	\$388.89	\$350.00
1		Rear module and rear-most side warning lights to activate when unit placed in reverse.	\$100.00	\$90.00
1		High idle on with warning lights and emergency brake	\$138.89	\$125.00
1		Center rear amber light to flash with warning lights and when unit is in park.	\$50.00	\$45.00
1		Secret switch to interlock with shifter	\$666.67	\$600.00
1		"All rear amber lights: Center rear amber is on warning light switch.		
1		Amber lights to come on when ignition on and unit in neutral/park brake set. Disable when placed in gear."	\$50.00	\$45.00
1		Move Liquid Spring control to top #1 compartment	\$111.11	\$100.00
		Auto Secondary, Neutral Safety, Custom		
1		To automatically shut off the following lights when vehicle transmission is placed in park: center white light, and white lights in lightbars on cab roof.		
1		Circuit still gets the warning light switch & secondary override. The secondary override switch is for the center white light. White lights in lightbars will stay off until vehicle is placed back into gear.	\$100.00	\$90.00
1		Automatic Secondary, Neutral, W/ Switch		
1		Auto secondary to shut off center white light, (4) grille lights, and (2) front intersection lights, when vehicle is placed in neutral.	\$200.00	\$180.00
1		Liquid Spring to function when battery switch is on but ignition is off	\$100.00	\$90.00
1		Rear A/C to come on full cool and high fan when truck is started	\$100.00	\$90.00
1		Two additional key fobs	\$388.89	\$350.00
1		Outlet, 110 VAC, 16" Power Strip in action area per drawings.	\$233.33	\$210.00
1		Master Switch Hot in center console for spotlight	\$83.33	\$75.00
1		Power Source, 12 VDC, 20 Amp ignition hot behind driver seat		

	"Power Source,12 VDC,30 Amp (+-)		
	(1) Ignition Hot, to terminate in center console, at buss bars, (hot and ground).		
3	(1) Constant Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground).		
	(1) Ignition Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground)."		
1	"Power Source,12 VDC,30 Amp (+-)		
	Constant Hot, to terminate in center console, at buss bars,(hot and ground)."	\$66.67	\$60.00
2	Buss Bars, 5 Position, (2 Each) inside cab console, for 30amp power source	\$288.89	\$260.00
1	NOTE: Spotlight wire to come from behind passenger seat	\$100.00	\$90.00
1	Set of LED Bumper Pole Markers. Bore, Lighted	\$472.22	\$425.00
3	HARD WIRED Key Pad for Power Lock System	\$2,833.33	\$2,550.00
	E-39: Install customers antennas:		
1	(1) Front cab roof to passenger seat.		
	(1) From left front corner of mod roof to passenger seat.		
	(1) GPS antenna from cab roof to front console.		
	E-38: Run customer radio cables:		
1	(1) Service panel to passenger seat.		
	(1) Front console to passenger seat.		
	E-40: Mount customer radio heads:		
1	(1) in action area		
	(1) trunk mount behind passenger seat.		
1	Install customer supplied Firecom System per drawings	\$877.78	\$790.00
1	Install Pro Air UV light in duct work	\$400.00	\$360.00
1	Aluminum Brush Guard for reverse camera	\$166.67	\$150.00
1	NOTE: 2 Minute Timer		
1	NOTE: Engraved Placards I.L.O. Stickers	\$388.89	\$350.00
1	Kussmaul 091-28 Air Eject on Rear of Module	\$438.89	\$395.00
	I.V. & Suction		
2	M-01 Perko I.V. Clip with Velcro Strap	\$66.67	\$60.00
1	M-04 Sscor VX-2 Portable / Permanent Suction I.L.O. Standard	\$900.00	\$810.00
	Cot Mounts		
1	M-12 Install Dealer-supplied Power Load	\$1,333.33	\$1,200.00
	Oxygen		
1	M-17 Additional O2 Outlet Over Squad Bench	\$205.56	\$185.00
1	M-18 O2 Regulator for "M" Tank	\$127.78	\$115.00
1	M-21 Electric O2 Solenoid w/Switch	\$466.67	\$420.00
	Additional Medical Options & Special Instructions		
1	NOTE: COT Mount to be 16" from Center to left wall.		
	- Mount forward from normal position. See Drawings.		
1	NOTE: Install Stryker Decals per previous truck location.		
	Laminate & Vinyl		
1	I-02 Custom Vinyl Color	\$222.22	\$200.00
1	Zolatone Color: 20-62 MARBLESTONE		
1	Vinyl Color: MV-102 GUNMETAL		
1	Lonplate Color: #424 GUNMETAL		
	Flooring, Aisle, Backboard Slots		
1	I-06 Composite Subfloor	\$866.67	\$780.00
	Seating, Squad Bench, EMT, CPR		
1	I-07 Swivel Pedestal for EVS Attendant Seat	\$444.44	\$400.00
1	I-12 5-Pt. Child Seat	\$1,500.00	\$1,350.00
	6-Point Seat Belt, Per Position		
2	Note: Specify Color (If no color is chosen, black will be provided:		
1	I-20 Black ☒ Orange ☐ Red ☐ Yellow ☐	\$1,133.33	\$1,020.00
	Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts		
1	I-30 Customize Console in Type I	\$166.67	\$150.00
1	I-32 Aluminum Cabinetry (Requires Spray Coating)	\$7,800.00	\$7,020.00
2	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (above action area)	\$611.11	\$550.00
2	I-45 Interior Access to Exterior Compartment	\$888.89	\$800.00
2	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (above action area)	\$166.67	\$150.00
1	I-59 Glove Storage Over Side Entry Door	\$472.22	\$425.00
3	I-64 Chevrons on Entry Door Kickplates (Per Door)	\$583.33	\$525.00
	Doors, Locks, & Latches		
13	I-71 Southco Stainless Steel Latches, (per Latch)	\$505.56	\$455.00
	Counter Tops		
1	I-74 Speckled Color Finish in Silk Stone Action Area Countertop	\$722.22	\$650.00
1	Stainless Steel Counter Top with 1 1/2" Vertical Lips	\$944.44	\$850.00
	Sharps, Waste, & Drawers		
4	I-86 Drawer for General Storage (curbside per drawing)	\$1,666.67	\$1,500.00
	Grab Rails & Bars, Armrests		
1	I-89 Additional Grab Rail Over Squad Bench	\$366.67	\$330.00

1	I-94	12" Stainless Grab Handle (side entry door)	\$155.56	\$140.00
12	I-95	Make Grab Bar Yellow (Price Each)	\$1,266.67	\$1,140.00
Qty		Insulation & Sound Deadening		
1	I-97	3M Sound Deadening on Back of Exterior Compartments	\$555.56	\$500.00
		Additional Headroom, Crawl Through (Type I), Bariatric Package		
1	I-99	Custom Headroom, Fill in Height 74"	\$777.78	\$700.00
1	I-100	Crawl Through to Cab, (Type I) match previous	\$1,388.89	\$1,250.00
		Additional Interior Options & Special Instructions		
1		Yellow/Black non skid tape. Match previous	\$33.33	\$30.00
1		NOTE: Console to be Aluminum	\$833.33	\$750.00
1		Cabinet at head of bench	\$666.67	\$600.00
1		Move Vent to right side	\$100.00	\$90.00
1		Center Attendant seat with COT	\$100.00	\$90.00
1		Custom horizontal HVAC mounted at angle in bulkhead	\$1,388.89	\$1,250.00
3		Stainless Steel Cot Plates (SILICONE AROUND EDGES OF THESE PLATES AND DOOR THRESHHOLDS)	\$416.67	\$375.00
1		1" Lip on Right Wall Counter	\$83.33	\$75.00
2		Build HVAC Cabinet for 12 x 12 x 1 Intake Filter	\$222.22	\$200.00
3		Rubber mats on all cabinet shelves	\$166.67	\$150.00
3		Dry Deck on floor of left wall cabinets	\$333.33	\$300.00
1		NOTE: DO NOT angle cabinet over action area		
2		Glover Butlers (Match previous)	\$133.33	\$120.00
1		CompX control to lock five drawers	\$2,972.22	\$2,675.00
3		Fixed dividers in forward portion of cabinet "E"	\$250.00	\$225.00
1		Hinged red painted aluminum to access sharps and waste at head of bench. Photos in file.	\$744.44	\$670.00
1		3-slot vest holder (Left wall)	\$444.44	\$400.00
1		Stainless guard, left rear	\$100.00	\$90.00
1		Plastic guard, left rear	\$100.00	\$90.00
1		Corner trim per drawings	\$194.44	\$175.00
1		Install standard CompX narc box over bench	\$1,388.89	\$1,250.00
		Custom Body Size, Compartments, Doors & Door Window		
1	EX-01	Custom body Length. Fill in Length 186"	\$888.89	\$800.00
1	EX-03	Additional Exterior Compartment, (separate OSS#1)	\$1,222.22	\$1,100.00
1	EX-04	Compartment Over Wheel Well w/ Rollout Drawer (top hinge)	\$1,500.00	\$1,350.00
5	EX-05	Change Exterior Compartment Size	\$2,083.33	\$1,875.00
2	EX-09	Double Door on Exterior Compartment ILO Single Door	\$1,166.67	\$1,050.00
1	EX-16	Dry Deck All Compartments	\$722.22	\$650.00
		Shelves & Dividers		
1	EX-20	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide #5	\$238.89	\$215.00
1	EX-21	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide #4	\$250.00	\$225.00
1	EX-23	Additional Shelf in Exterior Compartment 12"-30" wide #5	\$155.56	\$140.00
1	EX-24	Additional Shelf in Exterior Compartment 30"-48" wide #2	\$166.67	\$150.00
2	EX-25	Aluminum Backboard Divider	\$488.89	\$440.00
1	EX-28	Additional Backboard Strap (match previous)	\$61.11	\$55.00
		Rear Bumpers & Entry Steps		
1	EX-35	Smooth Aluminum Kickplates (3)		
3	EX-36	Dual Interior Emergency Door-Open Handles, Price per Door	\$366.67	\$330.00
2	EX-39	Drop Skirt Line 6" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step (Drop Skirt = Both Sides)	\$1,666.67	\$1,500.00
3	EX-40	Painted Number Placards	\$750.00	\$675.00
1		Additional Charge for Extra Body Length	\$777.78	\$700.00
1		Recess for air eject	\$416.67	\$375.00
1		Fixed shelf 12" from top of OSS #5 with screwed on removable panel	\$333.33	\$300.00
2		Gas struts on #3 compartment door	\$361.11	\$325.00
1		OSS #1 shall have (2) separate compartments and doors. -		
1		Lockable upper #1A shall have have single door and will house 110 components & inverter. Door shall be lockable manually (no power lock). Vent to exterior only Lower compartment #1B to be connected to power locks. (EX-03) Storage for four (3) SCBA bottles at bottom floor of OSS #1. Removeable pocket for 25" depth.	\$1,000.00	\$900.00
1		NOTE: Scorpion inside of above tubes	\$1,000.00	\$900.00
3		Three (3) Zico SCBA brackets, angled, for Scott 4500 PSI cylindre. Zico model SC-50-H-6-SF bracket for 6.75" bottle with Zico	\$550.00	\$495.00
2		Two (3) Angled brackets for above		
1		Aluminum backboard strap, #7	\$111.11	\$100.00
1		Chrome center caps	\$444.44	\$400.00
1		Fixed Shelf in #7	\$200.00	\$180.00
1		.125" flat aluminum peg board covering B wall of #4. .023" holes spaced 1.875" apart	\$1,166.67	\$1,050.00
		Rub Rail, Tow Hooks, Mud Flaps, Chains		
1	EX-46	Reflective Tape in Rub Rail--FILL IN COLOR white	\$444.44	\$400.00
1	EX-48	Stainless Steel Fuel Guard	\$83.33	\$75.00
1	EX-61	Rubber Fenderettes		nc
1	EX-66	Divider & Fixed Shelf in #1 or #5	(\$277.78)	(\$250.00)
		MISCELLANEOUS OPTIONS		
1	MS-01	Credit for Shipping Spare Tire Loose	(\$55.56)	(\$50.00)
1	MS-05	Delete Decal Package	(\$138.89)	(\$125.00)
1	MS-06	Extended Electrical Warranty 7-years/100,000	\$777.78	\$700.00
		Additional Exterior & Miscellaneous Options & Special Instructions		

1	Square Compartment for four (4) D Tanks aft of rear wheel. Note: Use real door.	\$1,333.33	\$1,200.00
1	NOTE: Scorpion inside of above tubes	\$950.00	\$855.00
1	5" Drop floor of OSS #4	\$333.33	\$300.00
1	OSS #4 shall be roll up door with shield	\$888.89	\$800.00
1	Amdor 9355-36 strap for roll up door		
2	Cast Lo-Pro Vent on #1 and #1A Doors	\$166.67	\$150.00
2	Nader Pin Covers on lower rear nader pins	\$138.89	\$125.00
1	NOTE: Drip Rails shall be adhered with VHB. No Screws will be used.		
Qty	PAINT OPTIONS		
1	P-08 ½ Red / ½ White Cab & Box (Including Door Jambs)	\$6,333.33	\$5,700.00
1	P-09 Any Color of Paint other than White	\$1,444.44	\$1,300.00
1	P-10 Wet Sand & Buff	\$3,638.89	\$3,275.00
1	P-13 Delete Standard Beltline Paint	(\$583.33)	(\$525.00)
	Pinstripe		
1	P-22 6" Oracal Reflexite Chevron, Two Colors	\$1,888.89	\$1,700.00
1	P-28 6" Oracal Reflexite Chevron on Rear Doors, Two Colors	\$1,111.11	\$1,000.00
	Additional Paint Options & Special Instructions		
1	Broward County Graphics	\$6,444.44	\$5,800.00
1	Top of module shall be painted white and not visible from ground	\$1,111.11	\$1,000.00
1	Chevron rear kick plate	\$722.22	\$650.00
1	Install 12" number and 32" SOL on roof	\$166.67	\$150.00
	Additional Options & Instructions		
1	Stryker Powerload System	\$38,367.78	\$51,000.00
1	Stryker PowerPro Stretcher	\$36,616.67	\$36,218.00
1	Stryker 6252 Stair Chair	\$7,324.44	\$8,347.00
1	Firecom Intercom System	\$4,340.00	\$3,906.00
	ORDER SUMMARY		
	SUBTOTAL OF OPTIONS: \$		\$246,627.00
	(+) BASE PRICE: \$		\$304,143.00
	TOTAL UNIT PRICE: \$		\$550,770.00

Prepared for:
Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
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A proposal for
OSAGE AMBULANCE INC

Prepared by
TRUCK CTY OF WISCONSIN, INC.
Rick Kinney

2024 BROWARD SHERIFF'S OFFICE
+BUDGETARY SPEC*

Jan 24, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.7.803
Data Version PRL-
27M.026
2024 BSO-PLUS



01/24/2023 2:38 PM

Page 1 of 16

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-026	SPECPRO21 DATA RELEASE VER 026		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-006	RESCUE AND EMERGENCY SERVICE		
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 22000.0 lbs		
Truck Service			

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Prepared for:
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INC.
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Data Code	Description	Weight Front	Weight Rear
AA3-024	AMBULANCE BODY		
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-22A CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660
LB-FT @ 1600 RPM, R/F/E

Electronic Parameters

79A-075 75 MPH ROAD SPEED LIMIT
79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM
79M-001 PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
79W-001 ONE REMOTE PTO SPEED
79X-008 PTO SPEED 1 SETTING - 1100 RPM
80G-008 PTO MINIMUM RPM - 1100
80J-001 REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

99C-021 2010 EPA/CARB/GHG21 CONFIGURATION
99D-010 NO 2008 CARB EMISSION CERTIFICATION
13E-001 STANDARD OIL PAN
105-001 ENGINE MOUNTED OIL CHECK AND FILL
014-099 SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
124-120 LN 12V 320 AMP 4962PGH PAD MOUNT
ALTERNATOR 10
292-203 (3) DTNA GENUINE, FLOODED STARTING, MIN
2250CCA, 510RC, THREADED STUD BATTERIES 40 20
290-017 BATTERY BOX FRAME MOUNTED
281-001 STANDARD BATTERY JUMPERS
282-042 LH BATTERY BOX MOUNTED AS FAR AFT AS
POSSIBLE, NO GREATER THAN 60 INCHES
BACK OF CAB
291-017 WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
289-001 NON-POLISHED BATTERY BOX COVER

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Data Code	Description	Weight Front	Weight Rear
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-999	AMBULANCE DEF CONFIGURATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-343	ALLISON VOCATIONAL PACKAGE 227 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES	
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS	
536-050	TRW THP-60 POWER STEERING	

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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
629-004	FRONT SWAYBAR	60	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C6	DETROIT DA-RS-17.5-2 17,500# R-SERIES SINGLE REAR AXLE		-170
421-478	4.78 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON- ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	LIQUID SPRING REAR SUSPENSION- AFTERMARKET INSTALLATION		
Brake System			
018-002	AIR BRAKE PACKAGE		

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Data Code	Description	Weight Front	Weight Rear
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-001	STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
46A-023	(1) 1730 CUBIC INCH AIR HORN TANK, 85 PSI PRESSURE PROTECTED INLET WITH CHECK VALVE AND QUICK DISCONNECT FITTING	20	25
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-60	-10
552-042	1950MM (77 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	80
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 289.99 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 180.36 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 57.46 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		

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562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-998	NO LH FUEL TANK	-60	-20
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS		160
218-005	RECTANGULAR FUEL TANK(S)		
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS		
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE	10	155
664-001	PLAIN STEP FINISH		
205-060	LH SIDEFILL FUEL TANK PREP CAP		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-001	SINGLE SUCTION AND RETURN FUEL LINES		
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL FRONT TIRES	-34	
094-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL REAR TIRES		-68

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Data Code	Description	Weight Front	Weight Rear
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT 5.81 INSET ALUMINUM DISC FRONT WHEELS	-62	
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-124
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
52M-004	FORCEMATCH TRIE/WHEEL RUNOUT CHECKMARK AND STATIC BALANCING-ALL TIRES/WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-1AB	INNER WHEEL EXTENSIONS, OUTBOARD AIRING, ALUMINUM OUTER WHEELS WITH RUBBER STABILIZERS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-998	NO REAR WINDOW	-20	
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-017	PROFESSIONAL TRIM PACKAGE
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"
70K-016	CARBON WITH BASE BLACK ACCENT
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH

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Data Code	Description	Weight Front	Weight Rear
680-029	M2/SD DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-111	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES ON LH	25	
170-015	STANDARD HEATER PLUMBING		
130-043	(1) VALEO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS	20	
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
760-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	40	15
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		

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Data Code	Description	Weight Front	Weight Rear
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-024	INTEGRATED UPPER & LOWER STORAGE PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-035	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		

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Prepared for:
Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-024	LEFTHAND/CENTER/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
78C-003	INTEROPERABLE SDAR ANTENNA		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-028	(2) LH AND RH FOOT SWITCHES WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
27D-004	ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

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Data Code	Description	Weight Front	Weight Rear
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design			
065-376	PAINT: FTL EMERGENCY-7		
Color			
980-5A1	CAB COLOR A: L0001EY BLACK ELITE EY-TBD		
981-6D7	CAB COLOR B: L4664EY RED PIERCE #90 ELITE EY-TBD		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION		
99B-014	SHIP TO FONTAINE (LAREDO, TX) PRIOR TO DELIVERY LIQUID SPRING INSTALLATION PERFORMED AT FONTAINE MODIFICATION IN CHARLOTTE NC. LIQUID SPRING IS NOT A FREIGHTLINER OR DEALER INSTALLED OPTION AND IS NOT COVERED BY FREIGHTLINER WARRANTY, ANY LIQUID SPRING SERVICE NEEDS TO BE PROVIDED BY LIQUID SPRING AND/OR THEIR DEALERS, CUSTOMER MUST ASSUME RESPONSIBILITY FOR ANY CHARGES. ANY ADJUSTMENTS OR CHASSIS DIAGNOSTICS RELATED TO THE REMOVAL OF THE FACTORY SUSPENSION AND/OR HANDLING CHARACTERISTICS ARE NOT COVERED UNDER THE FREIGHTLINER WARRANTY.		

TOTAL VEHICLE SUMMARY

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KAUKAUNA, WI 541309559
Phone: 920-766-5222

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6057 lbs	3538 lbs	9595 lbs
Total Weight ⁺	6057 lbs	3538 lbs	9595 lbs

Extended Warranty

WBB-330	TC3: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAG-074	TOWING: TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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EXHIBIT B
WARRANTY



Emergency Vehicle Limited Warranty

TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. PRODUCT CONVERSION WARRANTY

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. ELECTRICAL WARRANTY

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE

Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of Three (3) years or 36,000 miles, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. PAINT WARRANTY 5 YEARS OR 100,000 MILES

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER) 1 year or 12,000 miles

Osage warrants blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Pallet Jacks / Results within Pallet Jacks

Filter

Pallet Jacks

1 product

Pallet jacks have forks that slide underneath or into openings on pallets, skids, and containers, and they have a hydraulic pump that lifts the loaded forks. Also known as pallet trucks, pallet pumps, and pump trucks, these wheeled vehicles are used to lift and move heavy loads in warehouses, loading docks, manufacturing plants, and other industrial settings. Pallet jacks require less maintenance and can maneuver more easily in tight spaces than forklifts. Manual pallet jacks are completely operated by hand and require less maintenance than fully powered and partially powered pallet jacks. Manual-lift/powered-drive pallet jacks and powered pallet jacks are fully or partially powered by an electric motor and take less physical effort to operate than manual pallet jacks. Unless noted otherwise, pallet jacks are for use on firm, level surfaces because they may roll back if used on inclines.



Powered Pallet Jacks

[Clear All](#)

[Operation](#)

[Electric](#) X

[Fork Length](#)

[45-1/2 in](#) X

Powered Pallet Jacks



Powered pallet jacks have an electric motor that both propels the pallet jacks and raises and lowers their forks. This reduces the physical effort it takes to operate them and move them over long distances, and it allows them to travel on inclined surfaces such as sloped floors or ramps. Also known as electric pallet jacks and walkie pallet jacks, powered pallet jacks allow loads to be loaded, lifted, and moved over long distances more quickly than manual-lift/powered-drive pallet jacks. The motor is powered by a rechargeable battery.

Standard Forks

↑ Load Capacity	Fork LxW	Width Across Forks	Width Between Forks	Overall LxWxH	Brand	Price
4,500 lb	45-1/2 in x 6 in	27 in	13.5 in	70-1/2 in x 27 in x 51 in	BIG JOE	\$6,307.69

Note: Product availability is real-time basis and adjusted continuously. The product will be reserved for you when you complete your order. [More](#) ⓘ



Chat with an Agent



March 7th, 2024

RE: 3150 SW 52 Ave. Pembroke Park, FL 33023

Stephanie Woodbury

Thank you for the opportunity to submit this contract for interior repair services to the property located at 3150 SW 52 Ave., Pembroke Park, FL 33023. The cost of this project is **\$278,956.65**. For the Client's review below is an itemized list of the services that was discussed between both parties. We thank you in advance for your consideration.

SCOPE OF WORK —
Bathrooms Renovation as per ADA

Preparation, demolition, and removal of
A total of 8 Bathrooms (4 small bathrooms Approx. 42 sq. ft. and 2 medium bathrooms Approx. 225 sq. ft. and 2 large size bathrooms Approx. 450 sq. ft. located at three different floors with total of 11 toilets, 15 sinks, 7 urinals, and 4 Handy cap toilets. (Labor and Materials)

Electrical —
Install New GFCI outlets and New Light Fixtures (Labor and Materials)

Plumbing —
Install all new plumbing fixtures, toilets, sinks, handy cap toilet and railing (Labor and Materials)

Flooring —
Install porcelain floor tiles (Labor and Materials)

Painting —
Apply a primer and two coats of Sherwin William paint (Labor and Materials)

Vanity Cabinets
Install shaker style vanities (Labor and Materials)

Total - \$242,571.00
PROFIT & OVERHEAD 15% = \$36,385.65
Total - \$278,956.65

Job Includes
Architectural Drawings
All equipment as needed
All labor and materials
Waste all debris and clean up job areas
Permit and permit runners

Certified General Contractor License No: CGC1521728 Phone 954.665.0852 Fax 954.905.4300
Email EcoBuilders01@gmail.com www.EcoHomeBuild.com

**Job Excludes**

Permit fees

Progress of Payments:

10% Initial Deposit

30% Upon permit approval

25% Upon 25% completion

25% Upon 50% completion

10% Upon final completion

Payment: Invoices will be sent weekly based upon agreement. Payments are due and payable upon presentation of each invoice. Interest will be added (at the current prime rate) to invoices that have not been paid within ten (10) days of the invoice date. A dispute over any portion of Eco Builders Inc invoice shall not relieve the Client responsibility to pay the undisputed portion of the invoice in accordance with the terms of this Contract. Further, the Client shall not withhold amounts from Eco Builders Inc compensation to impose a penalty or liquidated damages on Eco Builders Inc, or to offset sums requested by or paid to vendors for the cost of changes in the Work unless Eco Builders Inc agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

If the Client fails to make payments due to Eco Builders Inc for Services within ten (10) days of the presentation of invoices, or by such other time period as mutually agreed upon by Eco Builders Inc and the Client prior to commencement of Services, upon seven (7) days prior written notice to the Client, Eco Builders Inc will be entitled to terminate or, at Eco Builders Inc option, suspend performance of our Services for which payment is outstanding. Unless payment in full is received by Eco Builders Inc within seven (7) days from the date of the notice, the termination, suspension and/or retention of said services shall take effect without further notice. Eco Builders Inc shall have no liability to the Client for delay or damages caused the Client because of such termination, suspension, or retention of said services and the Client waives any claims against Eco Builders Inc and shall defend and indemnify Eco Builders Inc from and against all claims for injury or loss stemming from Eco Builders Inc cessation of services.

Warranty for the Quality of the Work: Eco Builders Inc warrants to the Client that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Building plans and or the Client, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Building plans, current building codes, and manufactures specifications.

Eco Builders Inc guarantees their workmanship for one year after the date of completion of the Work. If the Client finds any of the Work to be not in accordance with the requirements of the Building plans, building codes, and manufactures specifications within the one year period, the Client shall give Eco Builders Inc written notice promptly after discovery of the condition. Eco Builders Inc shall promptly correct the condition after receipt of written notice. Eco Builders Inc warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Eco Builders Inc, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage shall be the responsibility of the Client.



Insurance: Eco Builders Inc will provide General Liability insurance during the Work being performed under this Contract. Eco Builders Inc will provide the Client with a copy of said insurance.

Waiver of Consequential Damages: Eco Builders Inc and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Contract or Project. Should you find this contract acceptable, please indicate your authorization by signing and dating the electronic copy enclosed and returning it to Eco Builders Inc for our permanent files. The other copy is for your file.

Should you have any questions or if we may be of further assistance in this matter, please do not hesitate to call.

Offered By:

Eco Builders, Inc.

Accepted By

Stephanie Woodbury

Moe Seyed
Project /Manager

Date

MAMBA™

SERIES



POISED TO PUMMEL THE COMPETITION

With its slender body construction, the Mamba™ slithers its way into routes other garbage trucks can't. This satellite side loader offers freedom to load from either side as well as the ability to transfer compacted materials to larger rear loaders. Cart tipper and barrel dumper options, allowing for maximized machine customization, make the Mamba™ a big time player in the market.

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	\$ 3,380,261.00

During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commission approved using ARPA funds to pay for Police Staff salaries; not to exceed \$175,000 between salaries and fringe benefits. On 02/08/2023 the Commission approved ARPA funds to be used for Body Camera Software (\$25,000) and CSA Funding (\$220,000 for the first year - the Town absorbs the following years.) \$100,000 voted on 7/12/23 to use ARPA to complete Town Hardening. Town Hall Hardening will be paid for using the HMGP Grant which is paying 75%. Amnesty program approved Dec 15, 2021 for one year. On Dec. 14, 2022 the Commission voted to extend the program to June 30, 2023

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (09/30/2022)								
Name	Salaries	Fringe Benefits	FICA	FRS	Description	Quantity	Cost	Total Cost
Wade Douty	16,923.20	2,810.37	1,289.94	5,342.65				26,366.16
Bill Gordan	16,923.20	2,648.37	1,289.94	5,342.65				26,204.16
Marc Tallentire	16,819.59	3,083.37	1,282.02	5,309.94				26,494.92
Rashana Donovan	12,115.44	1,191.57	884.75	3,824.84				18,016.60
Total Pay 07/2022 -								97,081.86
Pay for Community Service Aids (09/2023-Current)								
Artavia Jenkins	24,041.58	\$ 3,708.96	\$ 1,839.19	\$ 3,262.44				32,852.17
Tiffany Smith	27,315.28	\$ 3,792.00	\$ 2,065.86	\$ 3,706.68				36,879.82
Total Pay 09/2023 - Current								69,732.00
Hazard Pay for 6 FTEs (Public Works)								
Hazard Pay for 6 FTEs (Public Works)	\$ 15,000.00		1,147.50	1,786.50				17,934.00
Other Operational Spending								
Amnesty Program (Bldg)							11,818.32	11,818.32
Sam Galloway 6/28/2022					2022 Ford Interceptor (PD)	1	37,687.50	37,687.50
Garber Ford 12/20/2022					2022 Ford (PD) Maverick	1	21,016.00	21,016.00
Garber Ford 12/27/2022					2022 Ford F-150 (PD)	2	43,877.50	87,755.00
Garber Ford 12/1/2022					2022 Ford Interceptors (PD)	5	44,787.50	223,937.50
Design Graphic (UpFit)					2022 Ford F-150 (PD)	2	740.00	1,480.00
The Shyft Group dba Strobes- R-Us (UpFit)					2022 Ford Interceptors (Commanders Vehicle) (PD)	1	2,490.38	2,490.38
Design Graphic (UpFit)					2022 Ford Interceptors (PD)	5	589.00	2,945.00
Axon (Pro Licenses Year 1)					Body Camera Software (PD)	1	2,366.00	2,366.00
Lou's Police Distribution					CSA Uniforms (PD)		TDB	
Total Paid (Operations)								391,495.70
ARPA Used for Police Salaries								97,081.86
ARPA Used for CSA's								69,732.00
ARPA Used for Hazard Pay								17,934.00
ARPA Other Spending								391,495.70
Total ARPA Funds Used							\$	576,243.55

The ARPA Annual Report is Due on April 30th 2024. All Remaining Funds Must Be Obligated to a Project By **December 31, 2024**. All Projects Must Be Complete and the Funds Must Be Spent By **December 31, 2026**

Amount Remaining From ARPA \$ 2,804,017.45



Playpalette: Spring Bloom

2/7/22

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Raymond P. Oglesby Preserve Park 5-12 Area

Pembroke Park, FL



www.playdrp.com



Playpalette: Spring Bloom

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 2/7/22



www.gametime.com

Raymond P. Oglesby Preserve Park 5-12 Area

Pembroke Park, FL



www.playdrp.com



GameTime
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P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-03-03

Raymond P. Olgesby Preserve Park ~ 5-12 Playground with EWF

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$2,500.00	\$2,500.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$2,655.00	\$2,655.00
1	Removal	GT-Impax - Removal & Disposal of existing stone sub base	\$4,180.00	\$4,180.00
1	RDU	GameTime - Custom PrimeTime System- ages 5-12 includes 14' square shade	\$47,920.00	\$47,920.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$15,350.00	\$15,350.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
35	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 880 sf @ 8" compacted depth</i>	\$46.85	\$1,639.75
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob- cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$700.00	\$700.00
			Sub Total	\$77,594.75
			Discount	(\$11,536.20)
			Freight	\$4,844.40
			Total	\$70,902.95

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 gina@gametime.com





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03/19/2024
Quote #
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Raymond P. Olgesby Preserve Park ~ 5-12 Playground with EWF

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Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-03-03

Raymond P. Olgesby Preserve Park ~ 5-12 Playground with EWF

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$70,902.95**





Raymond P. Oglesby Preserve Park 2-5 Area

Pembroke Park, FL



Playpalette: Spring Bloom

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



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03/19/2024
Quote #
103394-01-03

Raymond P. Olgesby Preserve Park ~ 2-5 Playground with EWF

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,980.00	\$1,980.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$2,100.00	\$2,100.00
1	Removal	GT-Impax - Removal & Disposal of Existing Stone subbase	\$3,325.00	\$3,325.00
1	RDU	GameTime - Custom PrimeTime System- includes 14' square shade ages 2-5	\$35,439.00	\$35,439.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$11,340.00	\$11,340.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
30	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 700 sf @ 8" compacted depth</i>	\$46.85	\$1,405.50
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$600.00	\$600.00
			Sub Total	\$58,839.50
			Discount	(\$7,938.18)
			Freight	\$4,073.89
			Total	\$54,975.21

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 gjinaw@gametime.com





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Raymond P. Olgesby Preserve Park ~ 2-5 Playground with EWF

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Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

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Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

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ORDER INFORMATION

Bill To: _____ Ship To: _____

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Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





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Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-01-03

Raymond P. Olgesby Preserve Park ~ 2-5 Playground with EWF

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$54,975.21**





Playpalette: Bloom

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 1/17/22



www.gametime.com

Kidcourse Fitness Area

Pembroke Park, FL



www.playdrp.com



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c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-02-02

Raymond P. Olgesby Preserve Park ~ KidCourse Fitness Area 2024

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,620.00	\$1,620.00
1230	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- <i>Does not include removal of spoils</i>	\$1.40	\$1,722.00
1230	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$1.75	\$2,152.50
1	RDU	GameTime - Fit Kid Course	\$28,996.00	\$28,996.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$9,275.00	\$9,275.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
50	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- <i>- ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant</i> <i>approx 1,230 sf @ 8" compacted depth</i>	\$46.85	\$2,342.50
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$1,000.00	\$1,000.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
			Sub Total	\$49,758.00
			Discount	(\$8,196.52)
			Freight	\$3,962.09
			Total	\$45,523.57

Comments

Site access for construction equipment and staging area must be provided by owner.

Grade Level installation with natural earth border.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com





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03/19/2024
Quote #
103394-02-02

Raymond P. Olgesby Preserve Park ~ KidCourse Fitness Area 2024

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Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

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Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





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Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103394-02-02

Raymond P. Olgesby Preserve Park ~ KidCourse Fitness Area 2024

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

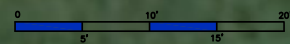
E-Mail: _____

Purchase Amount: **\$45,523.57**



Write a description for your map.

Legend



Raymond P. Oglesby Preserve Park
Playground with EWF
Town of Pembroke Pines
Representative
DRP

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission. ASTM standard F 1487 and Canadian Standard CANCSA-Z-614

Drawn By:
gw
Date:
2/7/2022
Drawing Name:
Oglesby Preserve Pk EWF





The Body Curl Station allows a user the opportunity to train their core. The station is constructed of a durable metal and PVC platform with a metal handrail. The user lays on the platform while holding the handrail and can perform a variety of leg lifts and core exercises.

Features and Benefits:

- Wide, textured PVC platform provides a sure seating area during a workout
- Combine with other GTFit products to create a fitness space specific to your community
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13579
Use Zone: 13'10" X 7'5"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Captains Chair



Muscular fitness is a key component of a well-rounded fitness program. Captain's Chair is a compact strength training station designed to enhance muscular fitness of upper arms, chest, and abdominals. Provides multiple exercise opportunities, including knee raises, leg raises, dips, and crunches. Also available in surface mount version (#13560S).

Features and Benefits:

- Assist platform doubles as ankle support for sit-ups
- Twin PVC handles for upper arms and chest workouts
- Roomy polyurethane arm-rest pads accommodate a wide range of users

Model: 13560i
Use Zone: 10'7" X 8'6"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Cardio Walker



The Cardio Walker is an ideal solution for anyone seeking a low-impact aerobic workout in a park or along a fitness trail. Place your feet on the large slip-resistant platforms, grip the handlebar and move your legs forward and backward. The Cardio Walker provides an effective workout for people of all fitness levels. Also available in surface mount version (#13562S)

Features and Benefits:

- A fun, low-impact aerobic workout for people of all fitness levels
- Wide handlebar allows users to grip the front or side of the bar for support during exercise
- Strengthens lower body muscles and improves cardio fitness

Model: 13562i
Use Zone: 11'3" X 10'9"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Chest Press



The Chest Press Station is similar to chest press machines in a gym or fitness center. Users sit on an ergonomically-designed saddle and lean back against a supportive backrest. As your arms move forward and up, the advanced variable resistance mechanism is activated to provide smooth, effective resistance while enhancing arm and shoulder strength. Also available in surface...

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13555i
Use Zone: 10'8" X 9'10"
Fall Height: N/A
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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An accessible version of our popular Advanced Series Chest Press. Features an exclusive variable resistance technology to provide the right amount of resistance for users of all fitness levels. The seat on one side and the accessible area on the other are both ergonomically-designed to provide users with the right grip and support to perform an effective workout. Also...

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13271i
Use Zone: 12'9" X 9'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Chin-Up Combo



Combination Chin-Up station is designed with unique handgrip curvature to provide multiple degrees of challenge. The combo version is designed to accommodate multiple users at a time and is appropriate for users of different heights. Install alone or with other components on a shared upright to create multiple workout stations in a compact design. Also available as surface...

Features and Benefits:

- Handgrip curvature offers multiple grip positions to vary your workout and challenge level
- All-steel design and powder-coated finish is weather-resistant and well-suited for any climate
- Provides an excellent muscle strength workout and enhances upper body strength

Model: 13585i
Use Zone: 6'9" X 10'11"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Fitness Overhead Ladder



Our Fitness Overhead Ladder is a great addition to your outdoor adult fitness park. Designed for users ages 13 and up, it promotes upper body muscle strength, hand-eye coordination, grip strength, and overall physical endurance. There are nine rungs along an 11-foot span spaced approximately 15-inches apart. It features a step-up on either side to make it easier to start your...

Features and Benefits:

- Helps build upper body muscle strength
- Includes step-up to assist reaching the overhead rungs
- Constructed of durable, weather-resistant materials
- Product requires impact attenuating surfacing to comply with ASTM F3101-15. Your GameTime representative will offer recommendations and products to meet these...

Model: 13591
Use Zone: 10 X 17
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Hand Cycle



The Hand Cycle provides an aerobic upper body and muscle endurance workout for adults of all fitness levels. Sit on the nylon seat and turn the handles while enjoying a view of the great outdoors! Also available in surface mount version (#14924S)

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14924i
Use Zone: 12'3" X 11'7"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](https://www.gametime.com/warranty) for full warranty information



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The Accessible Hand Cycle provides an aerobic upper body & muscle endurance workout for all users. Designed to accommodate people who use a mobility device as part of their workout routine. Also available in surface mount version (#14925S).

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14925i
Use Zone: 11'10" X 11'7"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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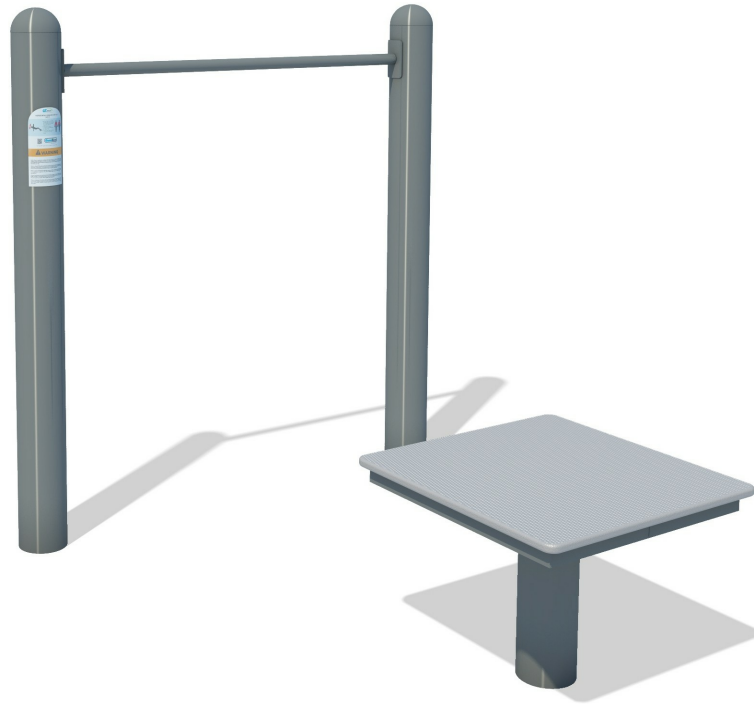


Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Horizontal Chin-Up Station



The GTfit Horizontal Chin-Up Station provides some assistance in executing a chin-up. Users place their feet on the platform, lie down beneath the chin-up bar, grasp the bar with both hands and pull their body up. The station can also be used for elevated push-ups.

Features and Benefits:

- Versatile product that creates a combination of muscle strength exercises
- Wide, textured HDPE platform provides a sure footing during workout
- Can be combined with similar exercise stations, using a common upright to maximize space utilization
- Constructed of durable, recyclable materials and backed by...

Model: 13586i
Fall Height: 5'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Lat Pull Down



Similar to machines found in an indoor gym, the Lat Pull Down is an ideal choice for improving arm and shoulder muscle fitness and endurance. Users sit on the ergonomically designed saddle and grip the handrails overhead then pull downward. Also available in surface mount version (#13556S).

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- Resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13556i
Use Zone: 10'8" X 9'10"
Fall Height: N/A
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Lat Pull Down - Accessible



The standard side features an ergonomically-designed seat that is just the right height for transferring to and from a mobility device. The accessible side is designed to accommodate most mobility devices and allows two people to work out at the same time. The accessible Lat Pull Down is an ideal choice for improving arm and shoulder muscle fitness and endurance. Also...

Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13272i
Use Zone: 12'9" X 9'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



A PLAYCORE Company

Leg Extension



The leg and lower body muscles are a critical component of a well-rounded fitness program. By incorporating lower body exercises like the Leg Extension, users enhance their overall muscular endurance, strength, and agility in other fitness endeavors such as climbing stairs, riding a bicycle and help promote ability in recreational sports like soccer or tennis. Also available...

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13563i
Use Zone: 9'9" X 8'2"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Leg Press



The leg and lower body muscles are a critical component of a well-rounded fitness program. By incorporating lower body exercises like the Romain Chair Squat, users enhance their overall muscular endurance, strength and agility in other fitness endeavors. Also available in surface mount version (#13566S).

Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13559i
Use Zone: 10'10" X 7'8"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Recumbent Cycle



An ideal solution for anyone seeking a low-impact aerobic workout in a park or along a fitness trail. Place your feet on the large slip-resistant pedals, grip the handlebar and move your legs forward and backward. The Recumbent Cycle provides an effective workout for people of all fitness levels. Also available in a surface-mount version (#14922S)

Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14922i
Use Zone: 12'4" X 11'10"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Help support users perform a squat exercise with our Roman Chair Squat. It features durable, all-weather materials and an instructional label. Add to any fitness park design to provide an affordable muscle fitness workout. Also available in surface mount version (13559S)

Features and Benefits:

- Strengthens the core and muscles of the lower body
- Helps guide users into the right form for a squat exercise
- Constructed of durable materials and backed by the industry's leading warranty

Model: 13566i
Use Zone: 10'6" X 7'8"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Sit-Up/Back Extension



Users perform crunches and sit-ups on one side of the station by placing knees over the cross-bar, feet under the foot stops, lying back on the body plate and raising themselves up using their abdominal muscles. Back extensions are performed by placing thighs against the front cushions on the other side of the station and raising your body using the lower back muscles. Also...

Features and Benefits:

- Combines two different core exercises in a single, space-saving design
- An affordable way to add a core strength element to your outdoor fitness park
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13561i
Use Zone: 5'10" X 11'
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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A PLAYCORE Company

Sit-Up Station



Improve your core strength using the Sit-Up Station! The station is constructed of a durable metal and PVC platform with a metal foot support. The user lays on the bench and places their feet under the support to perform a variety of core exercises.

Features and Benefits:

- Wide, textured PVC platform provides a sure seating area during a workout
- Combine with other GTFit products to create a fitness space specific to your community
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13570
Use Zone: 14'6" X 7'1"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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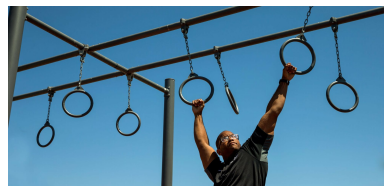
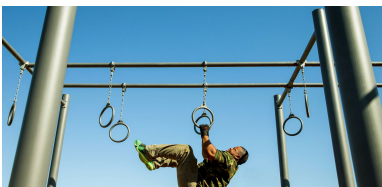


Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Trapeze Rack



Our Trapeze Rings are designed for intermediate and advanced users who want to take their outdoor workout to the next level. Features eight suspended steel rings span along a 12' run installed with a 6" differential. Swing from one ring to the next or perform pull-ups, leg raises and a wide range of exercises that enhance upper-body and core strength.

Features and Benefits:

- Challenging and exciting muscle fitness activity that also enhances core fitness and balance/flexibility
- Provides a wide range of exercises in a single station
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13198
Use Zone: 18'1" X 14'6"
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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Our Plyometric Box is perfect for box jumps, dips, pushups and more. Available in other heights (6" #13275, 18" #13277, 24" #13278) to create varying degrees of challenge. Install alone or in a group to create a jumping challenge area or opportunities for multiple users at once.

Features and Benefits:

- Provides an excellent aerobic and core fitness workout
- Available in four different heights to create varying degrees of challenge
- Constructed of durable and recyclable materials and backed by the industry's leading warranty

Model: 13276
Use Zone: 8'5" X 8'5"
Fall Height: 4'
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



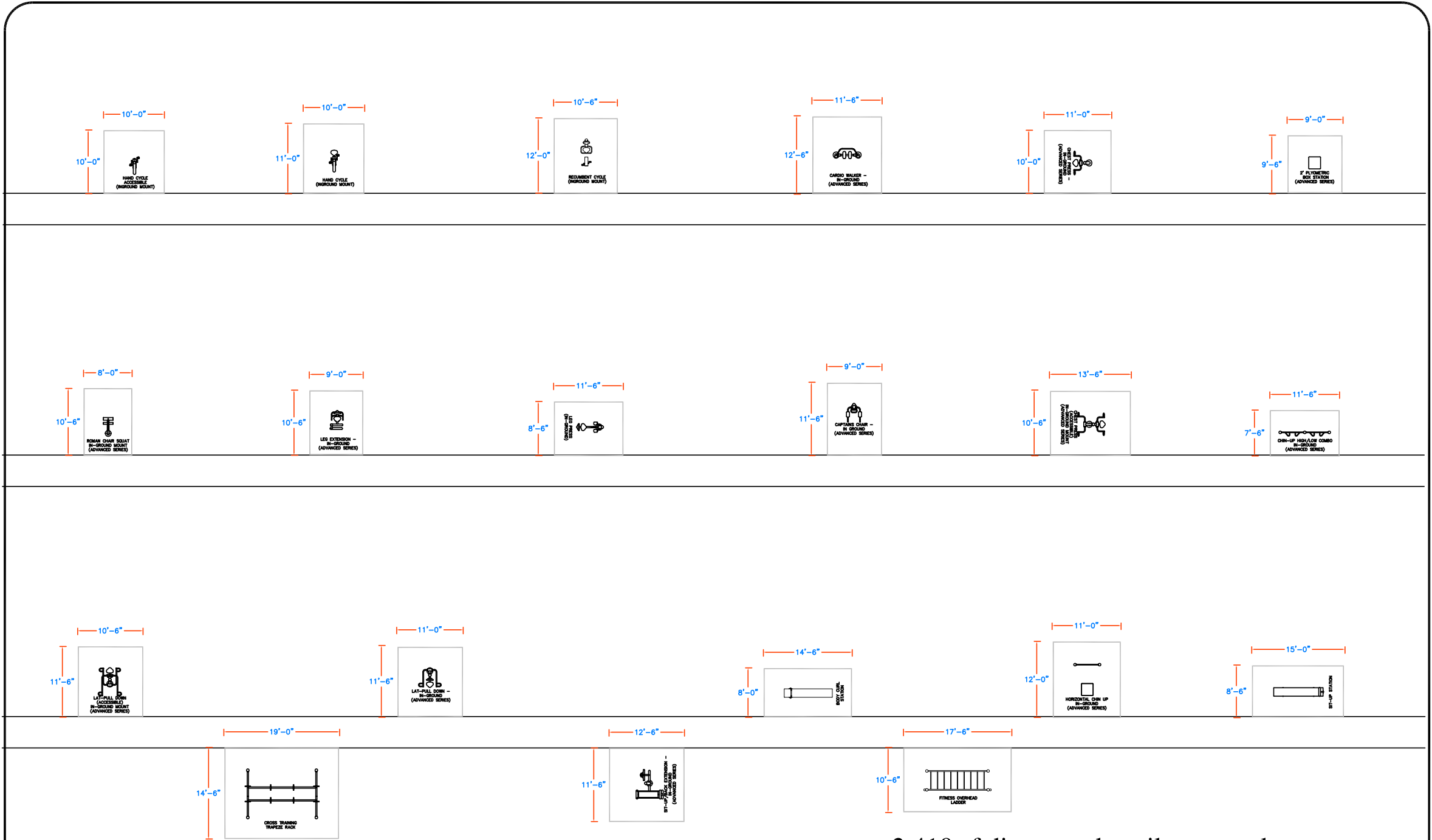
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Grade Level instalation

- * digout of 20 workout stations
- * concrete curb border
- access to stations from existing sidewalk

approx. 2,410 sf digout and spoils removal

approx 844 lf of concrete curb border

approx 2,410 sf GTImpax Wood Fiber Safety Surfacing



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Preserve Park
Fitness Trail
Town of Pembroke Park
Representative
DRP

This play
equipment is
recommended
for children ages
13 +

Minimum Area Required:
see drawing
Scale: NTS
This drawing can be
scaled only when in
an 36" x 48" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z-614

Drawn By:
GW
Date:
5/31/2022
Drawing Name:
Preserve Park Fitness



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103921-01-02

Preserve Park ~ Fitness Trail 2024

Town of Pembroke Park
Attn: Aleen Ghany
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600 ext.

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
		-		
		Site visit required prior to order to confirm scope is quoted correctly.		
		Removal of existing fitness equipment, footers, surfacing and borders by owner.		
		Site access for construction equipment and staging area MUST be provided by owner.		
		ALL underground utilities must be clearly marked prior to installation.		
1	13198	GameTime - Trapeze Rack	\$7,925.00	\$7,925.00
1	13278	GameTime - Plyometric Box (24")	\$914.00	\$914.00
1	13570	GameTime - Sit-Up Station	\$1,936.00	\$1,936.00
1	13579	GameTime - Body Curl Station	\$2,375.00	\$2,375.00
1	13591	GameTime - Fitness Overhead Ladder	\$6,062.00	\$6,062.00
1	13271I	GameTime - Chest Press - Ada (In-Ground Mount)	\$8,165.00	\$8,165.00
1	13272I	GameTime - Lat Pull Down - Ada (In-Ground Mount)	\$8,193.00	\$8,193.00
1	13555I	GameTime - Chest Press (Single) - In-Ground Mount	\$5,884.00	\$5,884.00
1	13556I	GameTime - Lat Pull Down (Single) - In-Ground Mou	\$6,102.00	\$6,102.00
1	13559I	GameTime - Leg Press (Single)	\$6,194.00	\$6,194.00
1	13560I	GameTime - Captain'S Chair - In-Ground Mount	\$4,918.00	\$4,918.00
1	13561I	GameTime - Sit Up/ Back Extension	\$6,164.00	\$6,164.00
1	13562I	GameTime - Cardio Walker (In Ground)	\$6,194.00	\$6,194.00
1	13563I	GameTime - Leg Extension (In Ground)	\$4,277.00	\$4,277.00
1	13566I	GameTime - Roman Chair Squat	\$2,406.00	\$2,406.00
1	13585I	GameTime - Chin Up Hi Lo Combo In Ground	\$3,339.00	\$3,339.00
1	13586I	GameTime - Horizontal Chin Up In ground	\$2,132.00	\$2,132.00
1	14922I	GameTime - Recumbent Cycle (In-Ground)	\$6,978.00	\$6,978.00
1	14924I	GameTime - Hand Cycle (In-Ground)	\$7,301.00	\$7,301.00
1	14925I	GameTime - Accessible Hand Cycle (In-Ground)	\$7,139.00	\$7,139.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,250.00	\$1,250.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!	\$34,125.00	\$34,125.00
2410	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- Does not include removal of spoils	\$1.40	\$3,374.00
2410	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)	\$1.75	\$4,217.50



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03/19/2024
Quote #
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Preserve Park ~ Fitness Trail 2024

Quantity	Part #	Description	Unit Price	Amount
844	Curb	GT-Impax - Concrete Curb (In. ft.)- 4" Wide - Not Reinforced	\$41.00	\$34,604.00
100	EWf- Bulk	GT-Impax - Engineered Wood Fiber - Per Cubic Yard- ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant approx. 2,410 sf @ 8" compacted depth	\$46.85	\$4,685.00
1	INSTALL	GT-Impax - Spreading of Wood Fiber- Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob- cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.	\$2,200.00	\$2,200.00
1	Permits	5-Star Plus - Building Permits- Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.	\$1,400.00	\$1,400.00
			Sub Total	\$190,453.50
			Discount	(\$20,530.54)
			Freight	\$8,062.45
			Total	\$177,985.41

Comments

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 gina.w@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

03/19/2024
Quote #
103921-01-02

Preserve Park ~ Fitness Trail 2024

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$177,985.41**



Buyer's Order

Nextran Truck Centers - Fort Lauderdale
4300 Ravenswood Road
Fort
Lauderdale, FL 33312

Salesperson: John Ross

Date: -

CUSTOMER INFORMATION

Name: **FSA23-VEH21.0 - City of Pembroke Park**

Address: -

Phone: -

City: -

State: FL

Zip Code: -

County: -

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
1	2025	Mack	MD7 42R	NEXT2024000048C635
			2nd VIN	-
			3rd VIN	-
			4th VIN	-
			5th VIN	-

****See Addendum for Additional VIN #**

Body Details

Year	Make	Model	SERIAL #
2024	New Way	Mamba 10yd3	-
-	-	-	-
		2nd Serial #	-
		3rd Serial #	-
		4th Serial #	-
		5th Serial #	-

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA 23-VEH21.0

ITEM # 48, MACK MD7

FSA TRUCK SPECIFICATION

Price below reflects per unit

	ALL TRUCKS	Locals and Comments
Total Selling Price	\$ 187,998.89	Cummins EPA EP1 60 mo / 300K miles
Extended Warranty	\$ 2,677.00	MD7 De-Rate with Diff Lock
APU	\$ -	Allison 3000 RDS transmission
Premium Maint. Plan	\$ -	-
Subtotal	\$ 190,675.89	-
Disposal/Temp Tags	\$ 14.50	Anticipated Delivery March 2025
Tire Tax Credit	\$ -	-
Tag and Title	\$ 20.00	-
Miscellaneous	\$ -	-
County Surtax	\$ -	-
Total before Down Pmt	\$ 190,710.39	-
Down Payment	\$ -	-
Total Price ALL	\$ 190,710.39	-

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement.

I further understand that the terms and conditions that follow are a true and integral part of this agreement.

Purchaser's Signature

Date

Accepted by Nextran Truck Centers

Date

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

TERMS AND CONDITIONS

1. **Acceptance.** The purchaser identified on the first page hereof ("**Purchaser**") and Nextran Corporation, a Florida corporation d/b/a Nextran Truck Centers ("**Dealer**") hereby agree that these Terms and Conditions are incorporated into, and constitute an integral part of, the Sales Agreement governing Purchaser's purchase of motor vehicles from Dealer as more particularly described on the first page hereof.
2. **Purchaser's Payment of Charges.** Purchaser shall pay all charges arising out of or associated with this Agreement, whether correctly stated on page one of this Sales Agreement or otherwise, including without limitation all tag, license, tire, battery and lien fees, and all federal, state and local taxes. Purchaser shall pay all amounts required to pay off and satisfy in full all liens on Purchaser's trade-in vehicle(s), as may be required by any such lien holder, regardless of whether the lien holder has quoted the wrong amount, the payoff amount has changed since the date of any such quote, or Purchaser has failed to disclose all lien holders on such vehicle(s). If Purchaser chooses to pay any portion of the purchase price by using a bank or credit card, Purchaser shall pay all charges associated with the use of such card imposed on Dealer and shall promptly reimburse Dealer upon demand for any such costs arising after the consummation of any sale.
3. **Deposit.** Upon the execution of this Sales Agreement, Purchaser shall pay to Dealer a non-refundable deposit in the amount set forth on the first page of this Sales Agreement. If Dealer fails to deliver the motor vehicle(s) as contemplated herein, Purchaser's sole remedy against Dealer shall be a return of the deposit as liquidated damages in full settlement of any and all claims relating to this Sales Agreement, and Purchaser hereby waives any claims to the contrary. If Purchaser fails to pay the balance of the Selling Price, fails to take delivery of the motor vehicle for any reason or otherwise breaches its obligations under this Sales Agreement, Dealer shall be entitled to retain the entire deposit as liquidated damages in full settlement of any and all related claims. Purchaser and Dealer acknowledge that their actual damages arising out of any breach of this Sales Agreement would be difficult or impossible to calculate with specificity and that the foregoing treatment of the deposit constitutes mutually bargained liquidated damages and not a penalty.
4. **Commercially Reasonable Efforts.** Dealer shall use all commercially reasonable efforts to make prompt delivery of the motor vehicle(s) contemplated hereby. However, Purchaser acknowledges and agrees that time is not of the essence with respect to the transactions contemplated in this Sales Agreement.
5. **Warranties.** DEALER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE MANUFACTURER'S WARRANTY ON NEW MOTOR VEHICLES. ALL USED MOTOR VEHICLES ARE SOLD BY PURCHASER "AS IS, WITHOUT WARRANTY," EITHER EXPRESS OR IMPLIED. **DEALER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MOTOR VEHICLE(S) SOLD UNDER THIS SALES AGREEMENT, ALL OF WHICH PURCHASER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW.** Purchaser acknowledges that no person is authorized to make any representations or warranties to the contrary, whether oral or written. _____ (**Initials of Purchaser**)
6. **Limitation of Liability; Waiver of Claims.** Purchaser shall have the right to fully inspect the motor vehicles sold under this Sales Agreement at the time of delivery. Dealer shall not be liable for, and Purchaser's acceptance of such motor vehicle constitutes Purchaser's waiver of, any and all claims, causes of action, losses and damages arising out of Dealer's sale of the motor vehicle to Purchaser, including without limitation any and all actual, incidental or consequential damages arising out of: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications; e) modifications to the motor vehicle performed by others; and f) defects in design, materials or workmanship, in each case with respect to the motor vehicles purchased by Purchaser pursuant to this Sales Agreement.

Purchaser shall indemnify, defend and hold Dealer and its affiliated companies and their officers, agents, and employees harmless from and against all loss, liability and expense, including reasonable attorneys' fees, by reason of bodily injury including death, and property damage, sustained by any persons including but not limited to the officers, agents and employees of Purchaser, as a result of the maintenance, use, operation, servicing, transportation, defect in or failure of such motor vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Dealer, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence. Purchaser acknowledges that this waiver constitutes a material inducement for Dealer to consummate the transactions contemplated in this Sales Agreement and is subject to no exceptions.
7. **Modifications by Others.** Purchaser acknowledges that any requested modifications to the motor vehicles subject to this Sales Agreement to be performed by others are Purchaser's sole responsibility, and Purchaser shall pay Dealer for the cost of such modifications, regardless of whether Purchaser takes delivery of the vehicle. Dealer is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
8. **Trade-in Allowance.** The trade-in allowance set forth on page one of this Sales Agreement is based upon an appraisal by Dealer of the trade-in described herein in its present mechanical condition and with the equipment and attachments described on Dealer's appraisal sheet. Such trade-in shall be subject to reappraisal at the time of delivery of the motor vehicle to be sold hereunder. Purchaser shall be liable for any differences in the trade-in allowance due to changes in mechanical condition, equipment or attachments.
9. **Entire Agreement.** This Sales Agreement constitutes the complete and exclusive statement of the terms of the agreement between Purchaser and Dealer, concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties, whether written or oral. No modification, course of conduct, amendment, supplement to or waiver of this Sales Agreement shall be binding unless made in writing and signed by both Purchaser and Dealer.
10. **Assignment.** This Sales Agreement may not be assigned by Purchaser without Dealer's prior written consent, and any attempted assignment by Purchaser shall be null and void. Subject to the foregoing, this Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives. There are no third party beneficiaries of this Sales Agreement.
11. **Governing Law; Consent to Jurisdiction; Waiver of Right to Trial by Jury.** This Sales Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws principles thereof. Venue for any litigation, legal action or other proceedings arising out of or relating to this Sales Agreement shall lie solely in the courts of the State of Florida located in Dade County, Florida. Purchaser and Dealer (a) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Sales Agreement and (b) hereby waive any and all claims to the effect that any of such courts constitutes an inconvenient forum. The parties hereby irrevocably and unconditionally waive any right they may have to a trial by jury in any suit, action, proceeding, or counterclaim arising out of or relating to this SALES Agreement.
12. **Miscellaneous.** Risk of loss shall pass to the Purchaser upon delivery of the motor vehicle sold under this Sales Agreement. A facsimile of this Sales Agreement shall have the same legal effect as an original hereof. In the event of any litigation arising out of this Sales Agreement, the non-prevailing party shall reimburse the prevailing party for the reasonable attorneys' fees and other expenses incurred by the prevailing party in connection therewith.

By:

(Purchaser Signature)

VOLVO

FLORIDA SHERIFF'S ASSOCIATION BID SHEET

BID NUMBER: FSA23-VEH
 CUSTOMER: City of Pembroke Park
 ITEM NUMBER: 48
 DATE: 3/21/2024
 DESCRIPTION: MACK MD7
 BID NUMBER:

BASE PRICE:		\$	88,890
PUBLISHED OPTIONS:			
HP300	HP UPGRADE TO 300HP 660 LB-FT	\$	2,364
3000RDS	ALLISON 3000 RDS	\$	5,809
FUELSENSE	ALLISON FUELSENSE MAX ECONOMY	\$	224
BATTSWITCH	BATTERY DISCONNECT SWITCH	\$	90
DIFFLOCK	REAR AXLE FULL DIFF LOCK	\$	757
PTOPREP	PTO PREP KIT	\$	202
PASSBENCH	PASSENGER SIDE FIXED BENCH SEAT FOR 2 PASSENGERS	\$	168
ALUM	ALL ALUMINUM WHEEL UPGRADE	\$	777
5RXAIX	BACKUP ALARM	\$	113
W9EADX	BRIGHT PACKAGE (BUMPER/GRILLE/MIRROR)	\$	877
MIRROR UPGRADE	HEATED AND MOTORIZED MIRRORS BOTH SIDES	\$	398
UNPUBLISHED/OFF CONTRACT OPTIONS:			
Engine Warranty	Cummins EP1 EPA 60 months / 300K miles	\$	2,677
Freight	Inland Freight from Booneville, MS	\$	4,000
CHASSIS TOTAL:		\$	107,346.00
BODY:			
NewWay	Mamba 10yd3 Refuse Body	\$	83,364.39
TOTAL DELIVERED:		\$	190,710.39

SUBJECT TO MANUFACTURER SURCHARGES

AGENDA ITEM REPORT



To:

Subject: Parks Master Plan Proposal

Meeting: 04 05 2024 SPECIAL COMMISSION MEETING - Apr 05 2024

Department: Administrative

Staff Contact: Aleem Ghany, Public Services Director

ATTACHMENTS:

[Parks Master Plan Proposal](#)



April 3, 2024

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**Re: Proposal for Professional Services
Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan**

Mayor Mohammed, Esteemed Commissioners, Mr. Ghany,

Thank you for the opportunity to submit the attached Proposal for Professional Services to design, coordinate and assist with development of the 2024 Parks Master Plan for the Town of Pembroke Park.

The attached Proposal outlines the services which The BetaJones Group proposes to provide for this Project. If, at any time prior to signing the Proposal, you would like to insert some additional services or reduce the scope of any service described in this Proposal, please notify me in writing (via letter or email); and I will take the necessary steps to revise the Proposal.

Also, please note that The BetaJones Group, Inc. is connected with an established network of Professionals who provide extended services which cover the entire spectrum of Land Development from Planning and Architecture Services to Surveying and Landscape Architecture services. If you need the services of these Professionals, please don't hesitate to contact me; and I can either bring that Professional to you or put you in touch with them.

Cordially,

Luis A. Betalleluz, P.E.
Principal
business line: 786.284.8828
direct phone: 786.564.6276
fax (toll free): 866.312.8730
email: Luis@betajones.com

daj/LAB
attachments



The BetaJones Group, Inc. combines the experience of individuals who have worked in virtually every aspect of Site / Civil Design, Development, and Permitting across the entire state of Florida, the Southeastern United States, and the Caribbean. The firm's "**Expediting Development**" attitude signifies the importance of efficiency by completing projects on schedule and within budget.

EXPERTISE:

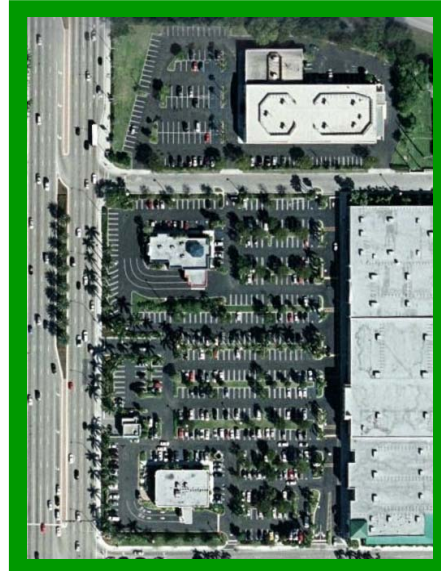


- Site Plan Layouts
- Planning and Zoning
- Feasibility and Due Diligence Studies
- Water, Sewer, & Storm Drain System Design
- Engineering Studies and Inspections
- NPDES Monitoring and Reporting
- L.E.E.D. Certification
- Grading and Floodplain Analysis
- Stormwater Management System Design
- Stormwater Pollution Prevention Plans
- Urban Stormwater Management Plans
- Permitting and Agency Coordination
- Earthwork and Construction Cost Estimates
- Peer Review and Value Engineering Analysis
- Contract Administration
- Construction Observation

*For a more complete list of our services,
visit us on the web at www.betajones.com*

EXPERIENCE:

- Single-Family Homes
- Multi-Family Units
- Residential Subdivisions
- Retail Centers
- Shopping Malls
- Restaurants
- Medical Buildings
- Office Complexes
- Industrial Centers
- Schools
- Universities
- Country Clubs
- Golf Courses
- Resorts
- Theme Parks



As land development issues become more complex, costly, and time-consuming; the need for rapid resolution of problems as well as the desire to be confident in the quality of the end product means that an efficient, responsive **Civil Engineering Firm** with knowledge, experience, and talent needs to be introduced in order to assist Clients in reaching their goals. Let us show you how this combination of skill and expertise can progress your projects further, faster, and more effectively.



T H E
B E T A
J O N E S
G R O U P

A CIVIL ENGINEERING FIRM
EXPEDITING DEVELOPMENT
801 BRICKELL AVENUE
SUITE 800
MIAMI, FL 33131
A FLORIDA CORPORATION
CERT. OF AUTH. NO: 27431

Luis A. Betalleluz, P.E., LEED A.P.
President / Project Manager

Graduate of the University of Florida's College of Engineering and President of The BetaJones Group, Mr. Betalleluz provides leadership, professional business ethic, as well as technical expertise in managing, designing, permitting, coordinating, inspecting, and reviewing Civil Engineering Projects. He is a former the Chair of the Builders Association of South Florida's Green Building Council and Environmental Code Committees; and a member of the American Society of Civil Engineers, Builders Association of North Central Florida, American Water Resources Association, Environment and Water Resources Institute, and Transportation and Development Institute. In 2009 and 2010 Mr. Betalleluz was selected by the National Home Builders Association to Judge the best communities built in Florida at the Florida Parade of Homes. In his early profession, Mr. Betalleluz worked for the **White House** Advance Team under President William Jefferson Clinton.

Mr. Betalleluz's civil engineering experience expands across the state of Florida and the Caribbean in both the public and private sectors. His areas of expertise include: project management, comprehensive permitting, site planning, stormwater management facility design, utility transmission system design, grading plan design, hydraulic studies, and LEED certification. His experience includes the planning and design of hydrologic restoration, mitigation projects, new development, renovations, commercial, residential, industrial, and municipal sites. He has performed site-civil services on major projects such as: large residential subdivisions, residential condominiums/buildings, site rehabilitation, commercial centers, industrial parks, mixed-use sites, college campus additions, and roadways.

Mr. Betalleluz also brings specialized services such as extensive experience in the FDEP NPDES Program for Industrial and Construction Activities. Additional expertise in erosion & sedimentation control design & inspection, including Stormwater Pollution Prevention Plans (SWPPP), Cost-Benefit analyses, and construction estimates.

Mr. Luis A. Betalleluz, Licensed Professional Engineer is the Project Manager and Lead Civil Engineer of Record on this Project With over 20 years of professional experience working throughout the entire state Florida, including some of related professional specialties applicable to this project: Regional Parks, College Campus Improvements, School Board Projects, Community Centers, Playground Areas, Artificial Turf Sport Fields, Athletic Centers, Certified Olympic Track and Field Stadiums, Biking and Walking Trails, and Cost Benefit Analysis. This List make him an expert in engineering design for each specific aspect that is needed for Park and Sports Recreation Projects.

Some of Mr. Betalleluz's designs also have won national park awards, Project of the Year Nominations, amongst many years of design experience.

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- ■ Florida Registered Professional Engineer # 65892
- ■ LEED Accredited Professional – New Construction – USGBC
- ■ AdICPR Stormwater Modeling - Advanced Training Program Certification
- ■ Certified NPDES Erosion Control Mgmt. Inspector – FDEP
- ■ Certified for Maintenance of Traffic (MOT) Plan Design - ATSSA
- ■ Certified in Sales Engineering – University of Florida

EDUCATION

- ■ B.S. Civil Engineering – University of Florida
- ■ Minor in Business Administration – University of Florida

PROFESSIONAL EXPERIENCE

- ■ **The BetaJones Group, Inc. –Miami, Florida - Present**
 - o President
- ■ **Langan Engineering and Environmental Services - Miami, Florida - Past**
 - o Site-Civil Engineering Department Manager - Miami Office
- ■ **Water & Air Research, Inc. - Gainesville, Florida - Past**
 - o Civil/Land Development Engineer
 - o Engineer Technician
- ■ **Peter Kiewit Sons' Inc./ Gilbert Southern Corp. - Ft. Lauderdale, Florida - Past**
 - o Civil Engineer

PROFESSIONAL SERVICE AREAS

- | | |
|--|--|
| <ul style="list-style-type: none"> ■ ■ Site Plan Design <ul style="list-style-type: none"> o Property Condition Assessments o Due Diligence o Conceptual Layout o Final Site Plan ■ ■ Site-Civil Engineering Design & Permitting <ul style="list-style-type: none"> o Green Building Design o Stormwater Management Facilities o Paving, Grading, and Drainage o Utility Transmission Systems o Maintenance of Traffic (MOT) Design o Waste Management Master Plans ■ ■ Erosion and Sedimentation Control Plans <ul style="list-style-type: none"> o NPDES permitting and inspections o Stormwater Pollution Prevention Plans | <ul style="list-style-type: none"> o Industrial activity control reports o Construction activity reports ■ ■ Floodplain Studies <ul style="list-style-type: none"> o Floodplain limit analysis o F.E.M.A. Floodplain Certifications ■ ■ Construction Engineering Administration <ul style="list-style-type: none"> o Construction Estimates o Cost-Benefit Analysis o As-Built Certifications ■ ■ Hydrologic Restoration <ul style="list-style-type: none"> o Historical site analysis o Watershed delineation o Groundwater Modeling o Mitigation Planning and Design ■ ■ LEED Accredited Professional ■ ■ Design-Build |
|--|--|

RELATED PROJECT EXPERIENCE

- | | |
|--|---|
| <ul style="list-style-type: none"> ■ ■ Tropical Park Track & Field/ Football/ Soccer/and Lacrosse Stadium <ul style="list-style-type: none"> o Design and Permitting to upgrade the Tropical Park Track and Field Sports Stadium to include a USATF and IAAF Certified Olympic Track & Field Events Area and an NCAA Certified Artificial Turf Sports Field for Football, Soccer and Lacrosse. with additional site improvements. o Miami-Dade County, Florida ■ ■ Zoo Miami Florida Exhibit & Park Entrance <ul style="list-style-type: none"> o Complete Value Engineering Analysis and Design Review of Proposed Renovation of Zoo Miami. o Miami, Miami-Dade County, Florida ■ ■ Santa Fe Community College – Pond A <ul style="list-style-type: none"> o Design and Permitting of 20-Acre Master Stormwater Plan. o NPDES Construction Activity Report o Stormwater Pollution Prevention Plan o Gainesville, Alachua County, Florida | <ul style="list-style-type: none"> ■ ■ Miami-Dade County Youth-Fair and Exposition - Sanitary Sewer Evaluation <ul style="list-style-type: none"> o Engineering Study, detailed analysis, and rehabilitation of the existing fairground's 40-year old sanitary sewer system including over 5-Miles of pipe, pump station, sewer laterals, mains, manholes, and cleanouts. o Miami-Dade County, Florida ■ ■ West Kendall District Park - Phase 1 <ul style="list-style-type: none"> o Prime Consultant: Master Plan and engineering design for the development of 155 Acres of existing agricultural land into a new state of the art Park and Recreational Facility. o Miami-Dade County, Florida ■ ■ Florida Fish & Wildlife CC - Royce Unit <ul style="list-style-type: none"> o 2,700 Acre Hydrologic Study and Hydraulic Restoration Project o Highlands County, Florida |
|--|---|

■ ■ North Glade Park Community Center

- o Civil and Structural Design and Permitting of an 4 Acre MDPROS Park Improvement Project in Carol City. Improvements include the modernization of the Park Clubhouse, design of the park basketball courts, parking, drainage, and other infrastructure improvements throughout the park.
- o **Silver LEED Certification** – Goal
- o Miami-Dade County, Florida

■ ■ Deering Bay Country Club (www.dbycc.com)

- o 70-acre Golf Course Redesign Project and conversion into an Arnold Palmer Signature Course. Improvements include Grading and Drainage Rehabilitation of the property.
- o Coral Gables, Miami-Dade, Florida

■ ■ Biscayne Gardens Elementary

- o School Renovation Project
- o Design, modeling, and permitting of infrastructure improvements for school including basketball courts and children's play areas
- o North Miami, Miami-Dade, Florida

■ ■ Pinecrest Gardens ADA Walkway

- o Design and permitting of over 2.5 miles of this Botanical Garden's Walking Trails to comply with Florida ADA Code. Design included extensive grading and complicated phasing of the project to avoid destruction of existing botanical plant life adjacent to walking trails.
- o Pinecrest, Miami-Dade County, Florida

■ ■ Broward County Schools Improvements

- o Site Fire Suppression System Modernization to Old School Buildings in Multiple Schools
- o Broward County, Florida

■ ■ Live Like Bella Park

- o Civil and Structural Design and Permitting of an 8.6 Acre MDPROS Park Improvement Project near Homestead. Improvements include the modernization of the Park Clubhouse, covered loggia, additional clubhouse building, and site infrastructure improvements throughout the park.

- o **Silver LEED Certification** – Goal
- o Miami-Dade County, Florida

■ ■ St. Thomas University NCAA Sport Field/ Football/ Soccer/and Lacrosse Stadium

- o Design and Permitting for the development of a new NCAA Certified Sports Stadium to include an NCAA Certified Artificial Turf Sports Field for Football, Soccer and Lacrosse. with additional site improvements.
- o Miami-Dade County, Florida

■ ■ Pinto's Farm Zoo and Recreational Park Development Project

- o Design and permitting of water and sewer utilities for a 15-acre agricultural site and farmers market including a potable water well, primary and secondary septic treatment units.
- o Miami-Dade County, Florida

■ ■ Pinto's Farm Land Site Assessment

- o Engineering property assessment to assist the client in the land development, property selection process. The study focused on the current property parameters, constraints, and the feasibility of future development of several properties.
- o Miami-Dade County, Florida

■ ■ Miami Metro Zoo Amphitheatre

- o Renovation of site, drainage, and utilities Zoo main amphitheatre

■ ■ Haile Plantation Historical Estate

- o Design, modeling, and permitting of site improvements, drainage, and utilities for the 20-acre project. Included the design of museum parking areas, gift shop building with associated infrastructure and drainage repairs for the historical site..
- o Kanapaha, Alahua County, Florida

ADDITIONAL PROJECT EXPERIENCE

■ ■ Miami Beach, Bay Road Drainage Improvements

- o Design and permitting for the design-build of a roadway and major drainage improvements project throughout Bay Road. Including stormwater planning, production of a Master Drainage Plan with the ICPR modeling program.
- o Miami Beach, Miami-Dade County, Florida

■ ■ Santa Maria Golf and Country Club

- o 700-acre Mixed-Use Project including Retail Center, High and Low Density Residential Areas, Country Club, Banquet Hall, and Jack Nicklaus Signature Golf Course.
- o Panama City, Panama

■ ■ Rio Fajardo (Fajardo River) Mitigation Plan

- o Hydraulic Study, Mangrove Restoration, Plan for a 85-Acre site near Punta Fajardo, Puerto Rico.
- o Designed and permitted for the U.S. Army Corps of Engineers

■ ■ Miami-Dade Transit Busway Improvements

- o Design and Permitting of bus stop improvements for ADA compatibility on over 200 bus shelter sites in 12 different Municipalities in Miami-Dade.
- o Doral, Homestead, North Miami, North Miami Beach, Florida City, El Portal, Miami Lakes, Miami Gardens, Surfside, Medley, Opa-Locka, Bay Harbor Islands, Miami-Dade, Florida

■ ■ Miami Free Zone Expansion

Design, modeling, and permitting of site addition, drainage, and utility improvements, including a 7-Story Parking Garage, Office Building, and parking lot redesign to accommodate standard and oversized vehicle

■ ■ North Miami Bus Shelter and Bus Hub

- o Design and Permitting of bus stop improvements for ADA compability on over 26 bus shelter sites within the City of North Miami plus the construction of the North Miami Bus Hub by City Hall.
- o North Miami, Miami-Dade, Florida

■ ■ Wynwood Neighborhood Service Center

- o Government Building site renovation and neighborhood re-development, design, modeling, and permitting of site, accessibility, parking, drainage, community connectivity and utilities for the expansion of Miami's Design District
- o **Silver LEED Certification** – Goal
- o Miami, Miami-Dade County, Florida

■ ■ Dezer/Trump Development Group - Exotic Car Museum

Property Conditions Assessment Report

- o Engineering Site and Structural Assessment of an existing abandoned gas station for site conversion into car museum, including the identification of development and improvement options
- o North Miami Beach, Miami-Dade County, Florida
- o capacity on a 32- Acre Warehouse Secured Site.
- o Doral, Miami-Dade, Florida

■ ■ Dollar General Franchise Store

- o Design, modeling, and permitting of site, drainage, and utilities
- o Levy County, Florida

■ ■ I-95 & Pembroke Road Pump Station

- o Design-Build of 2.5 mile master drainage pipeline and pump station project, including micro tunneling under I-95, trenching and boring under major arterial roadways.
- o Hallandale + Pembroke + Hollywood, Broward County, Florida

■ ■ Seminole - Big Cypress Cemetery

- o Site improvements and hydrological study for a cemetery expansion, design, modeling, and permitting of site, drainage, and utilities for the Seminole Tribe of Florida.
- o Hendry County, Florida

■ ■ MIA Fumigation Facility

- o Design, modeling, and permitting of site, parking, and utility improvements for a proposed Miami International Airport fumigation storage facility located at the SW corner of the MIA property.
- o Miami-Dade County, Florida

- ■ **SJRCC Performing Arts Center**
 - o Design, modeling, and permitting of site, drainage, and utilities St. John River Community College Arts Center
 - o Middleburg, Clay County, Florida
- ■ **Goodwill Industrial Laundry Facility**
 - o Design, permitting, and construction management of an industrial water well system, gravity and pressured sewer systems to serve a major industrial laundry facility.
 - o Miami-Dade County, Florida
- ■ **Border Patrol Detainee Center**
 - o Design, modeling, and permitting of site, drainage, and utilities for the Department of Homeland Security on a 4.3 acre wetland. Project included major drainage design and permitting with the U.S. Corps of Engineers.
 - o NPDES Construction Activity Report
 - o Stormwater Pollution Prevention Plan
 - o Dania Beach, Broward County, Florida
- ■ **Alhambra West – LEED Certification**
 - o Production of a Waste Management Master Plan of a 14-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - o **Gold LEED Certification**
 - o Coral Gables, Miami-Dade County, Florida
- ■ **Department of Military Affairs Miramar Military Base Training Facilities**
 - o Design and permitting of military training building addition including site, utility, and, drainage improvements. Permitting through the Department of Military Affairs, City of Miramar.
 - o Miramar, Broward County, Florida
- ■ **Seminole Tribe - Hollywood Security Access**
 - o Design of new security perimeter, including gates, fencing, barriers, and guard houses in the residential area of the reservation.
 - o Hollywood Seminole Indian Reservation, Broward County, Florida
- ■ **Seminole Native Learning Center**
 - o Building conversion and site re-development, design, modeling, and permitting of site, parking, drainage, and utilities of an existing commercial bldg. for The Seminole Tribe of Florida
 - o **Gold LEED Certification** – in progress
 - o Hollywood, Broward County, Florida
- ■ **Miami Cargo Park**
 - o Design, modeling, and permitting of site parking additions, drainage, and utility improvements, including implementation of sustainable products such as permeable asphalt design for a 23-acre, 600,000 SF, Warehouse and UPS distribution Facility.
 - o Doral, Miami-Dade County, Florida
- ■ **Robert M. Ballard Armory Expansion**
 - o Site Improvements, including drainage renovations and utility upgrades of an existing Military Building for the Department of Military Affairs
 - o Miami, Miami-Dade County, Florida
- ■ **Ensenada Condominiums - 40-Year Recertification Project**
 - o Professional Engineering Inspections, Design Improvements, and Construction Administration of the Structural and life Safety Systems of 2-40-Year old, 8-story buildings with 276 unit res. community on an 8-Acre Site
 - o Aventura, Miami-Dade, Florida
- ■ **Marina Del Ray Homes**
 - o Design, modeling, and permitting of site, accessibility, drainage, and utilities for a 100-Unit Multi-Family Subdivision, 55+ Community
 - o Beverly Hills, Citrus County, Florida
- ■ **Promenade at Coconut Creek**
 - o Design, modeling, and permitting of site, drainage, and utilities for a Mainstreet Development Mix-use condo, office, and retail lifestyle center
 - o **LEED Certification**
 - o Coconut Creek, Broward, Florida
- ■ **Karanda I Village Foundation Stabilization**
 - o Design and Permitting of Erosion and Sedimentation Control and Foundation Stabilization for a 30-Acre Residential Subdivision.
 - o Coconut Creek, Broward, Florida

- ■ **Cycle World Office/Retail Site Renovation**
 - o Building conversion from a church to office and retail and site re-development, design, and permitting of site, parking, drainage, and utilities of an existing commercial bldg.
 - o Miami-Dade County, Florida
- ■ **Golden Lakes Village Association - Roofing Rehabilitation Project**
 - o Design of Roofing Rehabilitation for a 315-acre, 182 multi-family townhome residential subdivision. Including detailed engineering specifications, evaluations and final certification.
 - o West Palm Beach, Palm Beach County, Florida
- ■ **Karanda I Village Site Rehabilitation**
 - o Design and Permitting of Asphalt Rehabilitation improvements for a 30-Acre Residential Subdivision
 - o Coconut Creek, Broward, Florida
- ■ **Seminole - Big Cypress Family Services**
 - o Design of parking lot, utility, stormwater system, and grading improvements for Foster Care Facility.
 - o Big Cypress Seminole Indian Reservation
- ■ **Seminole Tribe - Ft. Pierce Security Access**
 - o Design of new security perimeter, including gates, fencing, barriers, and guard houses in the residential area of the reservation.
 - o Ft. Pierce, St. Lucie County, Florida
- ■ **Kanapaha Station**
 - o Design, modeling, and permitting of site, drainage, and utilities for a 3-Acre Strip Mall
 - o NPDES Construction Activity Report
 - o Alachua County, Florida
- ■ **Karanda I Village Reserve Study & Engineering Estimates**
 - o Engineering Estimates for a 30-Acre Residential Subdivision's master improvement and rehabilitation plan
 - o Coconut Creek, Broward, Florida
- ■ **Montclair Oaks Multi-Family Subdivision**
 - o Design, modeling, and permitting of site, drainage, and utilities for a 100-Unit Multi-Family Subdivision
 - o Lake County, Florida
- ■ **Southern Mills Business Park**
 - o NPDES Construction Activity Report
 - o Stormwater Pollution Prevention Plan
 - o Palm Beach County, Florida
- ■ **Wachovia Center-Tampa-LEED Certification**
 - o Production of a Waste Management Master Plan of a 22-story office building with associated parking garage to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - o **Gold LEED Certification** – in progress
 - o Tampa, Hillsborough County, Florida
- ■ **Alhambra Plaza – LEED Certification**
 - o Production of a Waste Management Master Plan of a 14-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - o **Gold LEED Certification** – in progress
 - o Coral Gables, Miami-Dade County, Florida
- ■ **Neuhut Commercial Property**
 - o Building Additions & Improvement Project
 - o Bay Harbor Islands, Miami-Dade, Florida
- ■ **Avila Condominium Capital Improvements**
 - o Design, modeling, and permitting of site, parking, drainage, and sewer to rehabilitate a 40-year old, 4, 4-story buildings, 360 unit residential 55+ community on a 10-acre site.
 - o Sunny Isles Beach, Miami-Dade, Florida
- ■ **Datran Center 1 and 2 – LEED Certification**
 - o Production of a Waste Management Master Plan of 2- 21-story office buildings to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - o **Gold LEED Certification** – in progress
 - o Miami-Dade County, Florida

■ ■ **450 Las Olas Blvd. - LEED Certification**

- o Production of a Water Management Master Plan of an 15-story mix-use office-residential-retail building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- o **Gold LEED Certification**
- o Miami, Miami-Dade County, Florida

■ ■ **MIA Midfield Phase III**

- o Worked on the master takeoff which included pavement rehabilitation, construction of utilities (water, sewer, and drainage), demolition of buildings, clearing & grubbing, and removal of miscellaneous items (airport lights, , bldg. equipment, etc). Served as estimating engineer.
- o Miami-Dade County, Florida

■ ■ **The Columbus Center – LEED Certification**

- o Production of a Waste Management Master Plan of a 14-story office building on a 3-acre site to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- o **Gold LEED Certification** – in progress
- o Coral Gables, Miami-Dade County, Florida

■ ■ **350 Las Olas Blvd. - LEED Certification**

- o Production of a Water Management Master Plan of an 18-story mix-use office-residential-retail building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- o **Gold LEED Certification**
- o Miami, Miami-Dade County, Florida

■ ■ **GMAIR Warehouse - Engineering Study**

- o Comprehensive engineering analysis of an industrial office/warehouse. Including coordination with regulatory agencies to assist in large scale code

compliance improvements and building rehabilitation.

- o Doral, Miami-Dade County, Florida

■ ■ **26 Star Island Residency - Interior and Exterior Railing Systems**

- o Structural design, certification and permitting of a luxury hand rail system and gated entrance for a high-end residential estate.
- o Star Island, Miami Beach, Miami-Dade County, Florida

■ ■ **1 Brickell Square – LEED Certification**

- o Production of a Waste Management Master Plan of a 26-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- o **Gold LEED Certification** – in progress
- o Miami, Miami-Dade County, Florida

■ ■ **Isaia Property Drainage Improvements**

- o Design and permitting of a stormwater management system and landscape irrigation system. Including design of a stormwater drainage well, design of a cistern, and associated infrastructure for irrigation purposes.
- o Coconut Grove, Miami-Dade County, Florida

■ ■ **Homestead Air Force Base Armory Expansion**

- o Site Improvements, including drainage renovations and utility upgrades of an existing Military Building for the Department of Military Affairs
- o Miami, Miami-Dade County, Florida

■ ■ **The Sheldon Hotel – Property Conditions Assessment Report**

- o Engineering Site and Structural Assessment of an existing 1943 beachfront hotel along the Hollywood Beach historic boardwalk, including the identification of ADA updates and community connectivity improvements
- o Hollywood Beach, Broward County, Florida

■ ■ **280 South Parkway - Seawall Inspections**

- o Site Investigation and production of a detailed engineering report on the conditions of an existing inter-coastal

- seawall. Including, historical permitting information, seawall component conditions and repair work recommendations
- o Golden Beach, Miami-Dade County, Florida

■ ■ **NW Industrial Properties - Site Improvements**

- o Design and permitting of a recycled asphalt and gravel parking area in the vicinity of a designated contaminated zone. Including production of a stormwater management system and associated infrastructure.
- o Miami-Dade County, Florida

■ ■ **APAC Asphalt SE Plant**

- o NPDES Industrial Activity Report
- o NPDES Construction Activity Report
- o Stormwater Pollution Prevention Plan
- o Gainesville, Alachua County, Florida

■ ■ **Kendall-Tamiami Airport Hangars**

- o Design and Construction of 2 extra large hangars with driveway, taxiway, reinforced foundation design, with associated parking, utilities, and other infrastructure at Kendall-Tamiami Executive Airport. Served as Project Engineer throughout the Design and Construction of the project.
- o Silver LEED Certification
- o Miami-Dade County, Florida

■ ■ **Opa Locka Airport - Fire-Rescue Heliport**

- o Design, modeling, and permitting of the Miami-Dade County's Fire Rescue Station No. 25 Heliport with associated infrastructure within the Opa-Locka Airport.
- o Miami-Dade County, Florida

■ ■ **O'Riley Stores - Sanitary Sewer Evaluation**

- o Engineering Study, detailed analysis, and rehabilitation of an existing commercial property's sanitary sewer system including pump station, and cleanouts.
- o Miami-Dade County, Florida

■ ■ **MIA Westside Fuel Tender Facilities**

- o Construction of the Westside Fueling Facilities with associated parking, access roads, utilities and other infrastructure at Miami International Airport. Served as the Office Engineer throughout the Construction of the project.
- o Miami-Dade County, Florida



November 27, 2021
VIA EMAIL AND USPS

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Re: Proposal for Professional Services
Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan
The BetaJones Group, Inc. Proposal No. 24123

Mayor Mohammed, Esteemed Commissioners, Mr. Ghany,

The BetaJones Group, Inc. (herein, known as the Consultant) is pleased to submit this proposal to the Town of Pembroke Park (herein, known as the Client) for professional engineering services to design, coordinate and assist with development of the 2024 Parks Master Plan for the Town of Pembroke Park (herein, known as the Project).

PROJECT DESCRIPTION

On May 15, 2022, the Town of Pembroke Park contracted The BetaJones Group under a CCNA Civil Engineering Consultant Services Contract.

On March 27, 2024, the Client contacted the Consultant describing the project scope. The Town of Pembroke Park seeks to obtain a Parks Master Plan for the Town. Currently the Town has 2 Parks:

1. Raymond P. Oglesby Preserve – Approximately 18.75 Acres located at 3115 SW 52nd Avenue, Pembroke Park Florida 33023.
 - a. Planned Improvement – Add an Amphitheatre
 - b. Planned Improvement – Replacement of the Tot's Lot
 - c. Planned Improvement – Renovation or Demo and Build of the Public Works / Parks Building at the Entrance
 - d. Planned Improvement – Add an Splash Pad
 - e. Planned Improvement – Keep the Plant Nursery
 - f. Planned Improvement – Highlight of the Memorial Area
 - g. Other Improvements to be discussed with the town.
2. Howard P. Clark Sr. Linear Park – located at 2901 SW 25th Street, Pembroke Park FL 33009
 - a. A Secondary Strip of this Park is located along a lake within the residential neighborhood on the west side of SW 31st Place just north of SW 25th Street
 - b. Planned Improvement – Demolition of the Existing Bathroom Building's Area
 - c. Planned Improvement – Add a small Government Office Meeting Area / Building
 - d. Other Improvements to be discussed with the town.

Client Initials
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As per discussions with the Town, the scope will focus on a Parks Master Plan to create the following goals:

1. Parks Master Plan to show a conceptual layout of the agreed upon improvements set forth by the Town's Commission.
 - a. Graphics of All Planned and Optional Improvements
 - b. General Site Plan Investigations to determine infrastructure Improvements and/or Obstacles
 - c. Site Development General Requirements arising out of Park Improvements (i.e. Parking, Bathrooms, drainage, building elevations, infrastructure improvements)
2. Parks Master Plan Report to include.
 - a. An Introduction Section
 - i. Town's History
 - ii. Parks' History
 - b. Parks' Existing Conditions and Amenities
 - c. The Town's Vision
 - d. The Town's Planned Vision of Each Park
 - e. Parks' Proposed Improvements
 - f. Engineer's Opinion of Probable Costs
 - g. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines

NOTE: The Parks Master Plan will not be finalized Engineering Construction Plans and, therefore Construction Documents are not included in this proposal.

SCOPE OF SERVICES

The following tasks outline the services that the Consultant proposes to provide under this proposal.

Task 1 – Site Data Research

The Consultant shall identify regulatory criteria, engineering principles, and jurisdictional agencies applicable to the site, with respect to Site development of improvements coordinated with the Client including the following items:

- Stormwater Management – investigations to establish drainage permit requirements. Review of the floor elevation criteria, drainage system suitability, drainage criteria, topographical features, and soil survey constraints.
- Public Utilities – Existing Utility Asbuilt reviews for determination of conflicts.
- Parking Requirements – Coordinate with Town and Jurisdictional Code to determine Parking to be provided.
- Site Plan Data – Review of Zoning Code, available Surveys and provided Easement information as factors and obstacles in planned improvements.
- Environmental Factors – The Consultant shall review Environmental reports provided by the Client to input and determine any additional improvements and obstacles in the course of planned improvements.

Task 2 – Parks Master Plan

The Consultant shall coordinate with the Client and design a general layout of planned improvements. The Consultant shall design estimated adequate drainage improvements to collect, attenuate, and treat surface water runoff from the project Right-of-way. The Design shall incorporate a general layout of expected hardscape and infrastructure improvements included Water, Sewer, Electric, Parking, and Driveways. The design shall be based upon the Boundary / Topographic Survey (to be provided by the Client) and a Tree

Survey (to be provided by the Client). The Master Plan set shall illustrate a layout of proposed site improvements on construction sized drawings to include:

- Cover Sheet
- Park Layout Master Plan – Black and White with Proposed Improvements (2 Options)
- Park Layout Master Plan – Color with Proposed Improvements (2 Options)
- 3D Colored Sketch of Master Plan
- 3D Colored Sketch of Key Improvements points (Refer to Task 3)
- Phased Timeline and Proposed Budget Graphic (Refer to Task 4)

If there are any client revisions to the Plans, after the Consultant has provided Task 2, which cause major revisions or sketch additions to the Plans (as determined by the consultant), an Additional Service shall be provided, under separate cover, to address such changes.

Task 3: Graphical Features

Upon completion of the engineering Plans and Product Selection of Optional Equipment and/or Buildouts by the Client, the Consultant shall prepare 3D Colored Sketches of Key Improvements (up to 18 Sketches), to be included in the report and as supplementary construction sized documents with the Plans included in Task 3 Above.

The fee for this task includes the cost of printing, reproduction, and delivery of the report to the Client, for up to two (2) copies of all materials.

Additional Printing Costs will be billed based on the agreed upon rate and reimbursable schedules on the CCNA

Task 4 – Engineering Opinion of Probable Costs and Proposed Phased Timeline

Engineering Construction Cost Estimate: The Consultant shall provide an Engineer's Opinion of Probable Cost to identify a cost and quantity take-off for all CSI divisions of each type of improvement selected by the Client:

The engineer's Opinion of Probable Cost shall be based on the Master Plans Layout at 50% and 100% plan completion, cost estimate publications, local market availability, and regional price adjustments.

The Consultant shall forward a copy of the Opinion of Probable Cost to the Client for review and approval prior to the commencement of Task 5. If there are any revisions to the Client-approved Design, after commencement of task 5, which cause major revisions to the Tasks 1-4 (as determined by the Consultant), an Additional Service will be provided, under separate cover, to address these changes.

The Consultant shall also provide a proposed phased schedule based on professional experience with permitting agencies, design schedules, as well as proposed distribution of a phased budget as coordinated and determined by the Client.

Task 5: Report Reproduction

Upon completion of the engineering research, Master Plan and Graphics the Consultant shall prepare a Master Plan Report which will summarize the methodology and findings of items identified in Tasks 1-4. The report will include the following sections:

1. An Introduction Section
 - a. Town's History
 - b. Parks' History
2. Parks' Existing Conditions and Amenities
3. The Town's Vision

4. The Town's Planned Vision of Each Park
 5. Parks' Proposed Improvements
 6. Engineer's Opinion of Probable Costs
 7. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines
1. Deliverables included in this task for this study will be as follows:
 - a. A Master Plans Report
 - b. Master Plans Construction Sized Plans

The fee for this task includes the cost of printing, reproduction, and delivery of the report to the Client, for up to two (2) copies of all materials.

Additional Printing Costs will be billed based on the agreed upon rate and reimbursable schedules on the CCNA

Task 6 – Meetings, Site Visits and Coordination

The Consultant shall meet and coordinate with the Client and other project Team members, and jurisdictional agencies, as required, in order to complete Tasks 1 through 5. These meetings may be conducted at the Owner's offices, the Client's offices, or in the vicinity of the project site; and the fee for this task includes the cost of travel to such meetings as well as the cost of transmittals and communications (emails, phone conferences, faxes) between the Consultant and the parties mentioned above in order to complete this task.

COST OF SERVICES

Task	Description	Basis of Fee	Cost
1	Site Data Research	Lump Sum	\$ 30,500.00
2	Parks Master Plan	Lump Sum	\$ 65,000.00
3	Graphical Features	Lump Sum	\$ 25,000.00
4	Engineering Opinion of Probable Costs and Proposed Phased Timeline	Lump Sum	\$ 17,500.00
5	Report Reproduction	Lump Sum	\$ 35,000.00
6	Meetings, Site Visits and Coordination	Lump Sum	\$ 15,500.00
Total:			\$ 188,500.00

STIPULATIONS AND EXCLUSIONS:

The following services are not part of this proposal, but can be provided, if necessary, under a separate proposal upon written request by the Client:

- Verification of Zoning compliance
- Construction Documents
- Permitting
- Design and Construction Level Construction Documents
- Bringing any portion outside or inside project limits up to code compliance outside of the limits of scope.
- ADA Compliance
- FDOT Permitting
- Construction
- Road Rehabilitation, Redesign, major regrading
- Sanitary Sewer or Water Main Improvements
- Survey and Platting
- Earthwork Balance Analysis
- Tree Species Surveying and/or Platting
- Fire Flow Testing and Private Underground Utility Locating (other than 811)
- Environmental Consulting and Wetland Delineation
- Archeological Investigation(s), Hydrogeologic and Aquifer Recharge Report(s)
- Architectural Design (building façades, roofing material(s), foundation design)
- Civil Engineering and All Engineering Design
- Structural, Transportation, Mechanical, Plumbing Engineering, & Traffic Study
- Green / Sustainable Design / LEED Certification
- Electrical Engineering & Photometrics (Lighting) Design
- Pump Station, Forcemain, Septic, Well, and Holding Tank Design
- Agency Permitting Fee(s)

This proposal does not include any other services or submittals which are not clearly outlined in this proposal; however, a separate proposal can be provided for additional items upon written request by the Client. Any deviation from the scope of work outlined in this proposal (due to extensive revisions) will be immediately brought to the Client's attention and a separate proposal shall be provided to the Client by the Consultant.

